



**HIRING OF AGENCY FOR TAXATION CONSULTANCY**

**TENDER NO.: IGGL/GHY/C&P/F&A/TAXC/12-22  
(E –TENDER NO: IGGL-100045)**

**DOMESTIC COMPETITIVE BIDDING THROUGH LIMITED E-TENDERING**

**Issued by**

INDRADHANUSH GAS GRID LIMITED (IGGL)

(A Public Limited Company)

**7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati**

**ATTENTION**

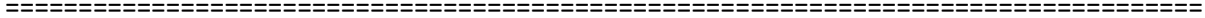
**THIS IS AN ELECTRONIC TENDER**

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

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## TABLE OF CONTENTS

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



## **SECTION-I**

### **INVITATION FOR BID (IFB)**

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SECTION-I  
"INVITATION FOR BID (IFB)"

**Ref No: IGGL/GHY/C&P/F&A/TAXC/12-22**

**Date: 01.12.2022**

To,

**SUB: HIRING OF AGENCY FOR TAXATION CONSULTANCY**

**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:

|            |   |   |                                     |
|------------|---|---|-------------------------------------|
| <b>(A)</b> | NAME OF WORK / BRIEF SCOPE OF WORK/JOB        | <b>HIRING OF AGENCY FOR TAXATION CONSULTANCY</b>  |                                     |
| <b>(B)</b> | TENDER NO. & DATE                             | <b>IGGL/GHY/C&amp;P/F&amp;A/TAXC/12-22<br/>(E-Tender No. IGGL-100045)</b>   |                                     |
| <b>(C)</b> | TYPE OF BIDDING SYSTEM                        | SINGLE BID SYSTEM   | <input type="checkbox"/>            |
|            |   | TWO BID SYSTEM  | <input checked="" type="checkbox"/> |
| <b>(D)</b> | TYPE OF TENDER                                | E-TENDER  | <input checked="" type="checkbox"/> |
|            |   | MANUAL  | <input type="checkbox"/>            |
|            |   | <b>E-TENDER NO: IGGL-100045</b>   |                                     |
| <b>(E)</b> | COMPLETION/CONTRACT PERIOD                    | 02 (Two) years from the date of issuance of LOA.  |                                     |
| <b>(F)</b> | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | From: 01.12.2022 to 15.12.2022 upto 14:00 Hrs, (IST) on following websites:<br>IGGL Website – <a href="https://iggl.co.in/">https://iggl.co.in/</a><br>Govt. CPP Portal - <a href="https://etenders.gov.in">https://etenders.gov.in</a> |                                     |
| <b>(G)</b> | BID EVALUATION CRITERIA (BEC)                 | Applicable  | <input checked="" type="checkbox"/> |
|            |   | Not Applicable  | <input type="checkbox"/>            |
| <b>(H)</b> | DATE, TIME & VENUE OF PRE-BID MEETING         | Not Applicable  |                                     |

|             |  |   |
|-------------|--|---|
| <b>(I)</b>  | DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE) | Date : 15.12.2022<br>Time : 14:00 HRS.  |
| <b>(J)</b>  | DATE AND TIME OF UN-PRICED BID OPENING           | Date : 16.12.2022<br>Time : 14:00 HRS   |
| <b>(K)</b>  | CONTACT DETAILS OF TENDER DEALING OFFICER        | 1) Name: Mr. Kulajit Talukdar<br>Designation: General Manager (C&P)<br>Phone No.: 9531101226<br>E-mail: <a href="mailto:kulajit.talukdar@iggl.co.in">kulajit.talukdar@iggl.co.in</a><br>2) Name: Mr. Udayan Das,<br>Designation: Chief Manager (C&P)<br>Phone No.: 9531101228<br>E-mail: <a href="mailto:udayan.das@iggl.co.in">udayan.das@iggl.co.in</a><br>3) Name: Mr. Santanu Bhattacharyya,<br>Designation: Senior Manager (C&P)<br>E-mail: <a href="mailto:santanu.bhattacharyya@iggl.co.in">santanu.bhattacharyya@iggl.co.in</a> |
| <b>(L)</b>  | EARNEST MONEY DEPOSIT / BID SECURITY             | Not Applicable  |
| <b>(L1)</b> | DECLARATION FOR BID SECURITY                     | Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2  |
| <b>(M)</b>  | DEALING IGGL'S OFFICE ADDRESS                    | INDRADHANUSH GAS GRID LIMITED<br>7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam   |

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

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- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS):
- (i) Declaration for Bid Security
  - (ii) Power of Attorney (POA)
- 5.0 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.
- 6.0 This tender is a limited tender and hence is issued to only shortlisted firms on the basis of limited tendering. The Tender Document is hosted on Government website (<https://etenders.gov.in>) and also published in IGGL's website for information only. Further, it is also not permissible to transfer this invitation to any other firm".
- 7.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled through e-mail, within 7 days from receipt of tender information.
- 10.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 11.0 IGGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
Indradhanush Gas Grid Limited

(Authorized Signatory)

Name : Kulajit Talukdar  
Designation : GM (C&P)  
E-mail ID : [kulajit.talukdar@iggl.co.in](mailto:kulajit.talukdar@iggl.co.in)  
Contact No. : 9531101226

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**DO NOT OPEN - THIS IS A QUOTATION**

**Bid Document No.:** IGGL/GHY/C&P/F&A/TAXC/12-22(E-TENDER NO. IGGL-100045)

**Description** : **HIRING OF AGENCY FOR TAXATION CONSULTANCY**

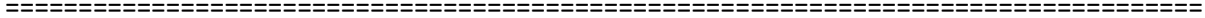
**Due Date & Time** : **15.12.2022 at 14:00 hrs.**

**From:** **To:**

|                |  |
|----------------|--|
| .....<br>..... | <b>GM (C&amp;P)</b><br><b>IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam</b><br><b>PHONE: : 9531101226</b> |
|----------------|--|

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

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## **SECTION-II**

### **BID EVALUATION CRITERIA (BEC) & BID EVALUATION METHODOLOGY**

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## SECTION-II

### BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

#### **1.0 BID EVALUATION CRITERIA (BEC):**

##### **1.1 BEC (TECHNICAL)**

- Firms with a minimum standing of 5 years in the profession.
- The Firm should have experience in providing opinion on direct and indirect tax matters.
- The firm should have experience in replying to GST and Income Tax notices from the department.

##### **Note:**

- (i) Experience of bidder acquired as a sub-consultant can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- (ii) A Job executed by a Bidder for its own in-house purpose/sister concern/ subsidiary cannot be considered as experience for the purpose of meeting BEC of this Tender Document.

##### **1.2 BEC (FINANCIAL):** Not Applicable

##### **1.3 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.

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

##### **1.5 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDED TIME TO TIME.** - Not Applicable

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## 1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

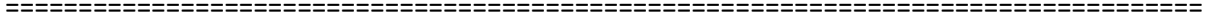
- Copy of valid Firm Registration Certificate and Certificate of Practice (CoP).
- Copy of necessary forms last submitted with ICAI/ICWA mentioning the details of HO/Branch offices of the Practicing Firm.
- Copy of the service orders for providing opinion in any if the last 5 years.
- Copy of the service orders for providing replies in direct & indirect tax services in any of the last 5 years.

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

## 1.7 BID EVALUATION METHODOLOGY:

Bids would be evaluated on the following methodology:

Price Bids shall be evaluated on overall lowest cost to IGGL (L-1 offer) basis i.e. considering total quoted price for all services including all taxes & duties and GST (IGST/ SGST-CGST) as per "Schedule of Rates".



**SECTION-III**

**INSTRUCTION TO BIDDERS**

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

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**SECTION-III**

**INSTRUCTION TO BIDDERS**

**INDEX**

**[A] GENERAL:**

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

**[B] BIDDING DOCUMENTS:**

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

**[C] PREPARATION OF BIDS:**

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

**[D] SUBMISSION OF BIDS:**

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

**[E] BID OPENING AND EVALUATION:**

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

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32. EVALUATION AND COMPARISON OF BIDS
  33. VOID
  34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. VOID
39. PROCEDURE FOR ACTION IN CASE CORRUPT / FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. VOID
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. VOID
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISION FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
52. VOID
53. VOID
54. CONFLICT OF INTEREST
55. PROFESSIONAL LIABILITY
56. VOID

**[G] ANNEXURES:**

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES.
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)
5. ANNEXURE-V: POLICY FOR PURCHASE PREFERENCE TO PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA (PPP-MII))

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

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/Client/IGGL occurring herein under shall be considered synonymous
- 1.2 **SCOPE OF BID:** The Scope of Work/ Terms of Reference shall be as defined in the Tender Documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS:**

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

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

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

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

2.3 It is Bidder's responsibility to meet the Bid Evaluation Criteria (BEC) ~~and to secure minimum qualifying technical score in Quality & Cost Based Selection~~, and also to furnish all necessary supporting documentary evidence in support of the tender requirement

2.4 **Power of Attorney:**

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

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

- a) **In case of Proprietorship:** by Proprietor.
- b) **In case of Partnership:** by all Partners or Managing Partner.
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary /MD / CMD / CEO.

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

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

**3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM": NOT APPLICABLE**

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## 4. **ONE BID PER BIDDER:**

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

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

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

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

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

4.3 Alternative Bids shall not be considered.

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

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5. **COST OF BIDDING:**

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

6. **SITE VISIT:**

6.1 The Bidder is advised to visit and examine the site of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.

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

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

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## **[B] – BIDDING DOCUMENTS**

### **7 CONTENTS OF BIDDING DOCUMENTS**

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

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

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

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

7.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

### **8. CLARIFICATION OF BIDDING DOCUMENTS:**

8.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query (ies) to Authorized Signatory in writing or by fax or email no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid (in case of No pre-bid meeting is scheduled). IGGL reserves the right to ignore the bidder's clarification if received after the aforesaid period. IGGL may respond in writing to the request for relevant clarification(s). IGGL's response to such query, but without identifying the source of the query will be uploaded on IGGL's e-tender portal and also shall be communicated to prospective bidders by e-mail.

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

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## 9. **AMENDMENT OF BIDDING DOCUMENTS:**

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

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## **[C] – PREPARATION OF BIDS**

### 10 **LANGUAGE OF BID:**

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the bidder shall submit English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognised /authorised by their Embassy along with the original/copy of the same in it's original language. For the purpose of interpretation, the English translation shall govern.

### 11. **DOCUMENTS COMPRISING THE BID**

#### 11.1 **IN CASE OF E-TENDERING:**

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

##### 11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Comprising all the below mentioned documents should be uploaded in the technical bid earmarked (Tender document) in CPP e-tender portal

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index

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- (b) 'Bidder's General Information', as per 'Form F-1'.
  - (c) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
  - (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
  - (e) 'Agreed Terms and Conditions', as per 'Form F-5'
  - (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
  - (g) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.4 of ITB
  - (h) Declaration for Bid Security as per provision of ITB.
  - (i) Void
  - (j) Void
  - (k) Void
  - (l) All forms and Formats including Annexures.
  - (m) Void
  - (n) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/ digitally signed by the Authorized Signatory holding POA.
  - (o) Additional document specified in BDS, SCC, Scope of Work or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
  - (p) Any other information/details required as per Tender Document

As specified at Clause no. 4.0 of Section-I, Bidders must submit the original Power of Attorney, Declaration of Bid Security and any other documents specified in the Tender Document to the address mentioned in BDS, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the Bid Due Date

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

## 11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial Bid in CPP e-tender Portal. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below:

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- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
  - 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 bids.
  - iii) 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 bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering such discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder
  - iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
  - v) 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.

## **11.2 IN CASE OF MANUAL TENDERING:**

In case the bids are invited under Manual tendering system, the Bidder shall submit bid sealed in 2 different envelopes, in following manner:

- (i) Sealed Envelope-I consisting of all the above documents mentioned at 11.1.1 herein above.
- (ii) Sealed Envelope-II consisting of the Prices to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove.

Both the envelopes shall be put on outer envelope with proper address & details (refer cut-out slip)

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

## **12 SCHEDULE OF RATES / BID PRICES**

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

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

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

12.4 All duties, taxes and other levies [if any] payable by the Consultant under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F-5) and in SOR.

12.5 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document

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

### **13.1 IN CASE OF INDIAN BIDDER**

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

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

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

13.1.3 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision

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

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

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

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

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

Owner/ IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of IGGL to enable Owner/ IGGL to claim input tax credit

of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

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

Where IGGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and IGGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to IGGL

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or ITC with respect to such payments is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by IGGL to Consultant.

### 13.1.8 **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 Consultant may note the above and quote their prices accordingly.

13.1.9 In case the GST rating of Consultant 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 job, then IGGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

13.1.10 The Contractor shall mention the particulars of IGGL, (place specified in BDS) on the Invoice. Besides, if any other particulars of IGGL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

### 13.1.11 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Consultant shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable IGGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant 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 Consultant 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 Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government exchequer, then, that Consultant 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.

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13.1.12 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder 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.

13.1.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Consultants, 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](http://www.gst.gov.in)). Further, Consultants should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Consultant 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 service provider 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 Services with requisite details.

If input tax credit is not available to IGGL for any reason attributable to service provider (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 service provider under this contract or under any other contract.

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

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

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

## 13.2 **GST IN CASE OF FOREIGN BIDDER:**

A foreign Consultant shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

For Foreign bidders who is not having the Permanent Establishment/ tax residency (refer clause no.52 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services shall be payable by IGGL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and IGGL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as service provider, then IGGL will not reimburse tax, interest and penalty amount to such foreign Consultant on this account

In case Foreign bidders who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) shall be as per provision applicable to Indian bidder mentioned herein above.

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

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**14. BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15. BID VALIDITY:**

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

**16. EARNEST MONEY DEPOSIT:** Not applicable

16A **DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable

However, all the bidders (including MSEs, Startups) are required to submit Declaration for Bid Security in bid as per proforma at Form F-2.

**17. PRE-BID MEETING (IF APPLICABLE): Refer Invitation for Bid (IFB)**

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting. If situation demands, pre-bid meeting will be held online. Bidders interested in attending the pre-bid meeting online, shall contact IGGL at the following e-mail ID's requesting IGGL for providing the link for online pre-bid meeting:

[kulajit.talukdar@iggl.co.in](mailto:kulajit.talukdar@iggl.co.in)

[udayan.das@iggl.co.in](mailto:udayan.das@iggl.co.in);

[santanu.bhattacharyya@iggl.co.in](mailto:santanu.bhattacharyya@iggl.co.in)

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering. The Bidder must submit their queries / clarifications to IGGL in the format "F-11", as mentioned at clause no. 8.0 of ITB

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on the e-tendering website (<https://etenders.gov.in>) against the Tender. Any modification of the Contents of

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Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

## **18. FORMAT AND SIGNING OF BID**

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

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

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

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

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

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.

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

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

- (a) Bidder not meeting Bid Evaluation Criteria
- (b) Firm Price
- (c) Scope of Work / Terms of Reference
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule for delay in completion (if applicable)
- (h) Guarantee / Defect Liability Period
- (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Bid Security declaration, as applicable
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

**Note:** Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

## 20. **E-PAYMENT**

IGGL has initiated payments to Consultants electronically, and to facilitate the payments electronically through '**e-banking**' The successful bidder should give the details of his bank account as per the bank mandate form.

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## **[D] – SUBMISSION OF BIDS**

### **21. SUBMISSION, SEALING AND MARKING OF BIDS**

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

### **22. DEADLINE FOR SUBMISSION OF BIDS:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD (if applicable) along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS
- 22.3 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8.0 and/or 9 of ITB refers). In which case all rights and obligations of IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

### **23. LATE BIDS:**

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

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In case of manual tendering, bids received by IGGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. Further, Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

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

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

## **24. MODIFICATION AND WITHDRAWAL OF BIDS**

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

### **24.1.1 IN CASE OF E- TENDERING**

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

### **24.1.2 IN CASE OF MANUAL BIDDING:**

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

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

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's invocation of action as per Bid Security declaration and rejection of Bid.

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

## **[E] – BID OPENING AND EVALUATION**

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

25.1 IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for IGGL's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.

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

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

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

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

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## 26. **BID OPENING**

### 26.1 **Unpriced Bid (Technical Proposal) Opening:**

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

### 26.2 **Priced Bid (Financial Proposal) Opening:**

After the qualification with respect to Bid Evaluation Criteria and technical evaluation (quality) is completed, those Bidders whose proposals were considered non-responsive to the Tender Document, their Financial Proposals will not be opened and such bidders will be informed by IGGL. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

IGGL will open the price bids / Financial Proposals of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

Price bids shall be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

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

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

### 26.4 **Discussions & Availability of Professional staff/experts**

The successful bidder shall be invited for discussions if considered necessary by IGGL. Discussions will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. IGGL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, IGGL expects to discuss a Contract on the basis of the Professional staff named in the Proposal. Before Contract discussions, IGGL will require assurances that the Professional staff will be actually available. IGGL will not consider substitutions during contract discussions

unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by IGGL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

## 26.5 **Conclusion of the discussion**

Discussion will conclude with a review of the draft Contract. To complete discussions IGGL and the Consultant will initial the agreed Contract.

After completing discussions, IGGL shall award the Contract to the selected Consultant.

If the discussions with the selected successful bidder fail, the employer/owner/ IGGL shall cancel the bidding process and re-invite the bids.

## 27. **CONFIDENTIALITY:**

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

## 28. **CONTACTING THE EMPLOYER:**

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

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

## 29. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -

- (a) Meets the "Bid Evaluation Criteria" of the Tender Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required Bid Security Declaration

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- (d) Is substantially responsive to the requirements of the Tender Documents; and
  - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

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

- a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points 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;

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- 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 GAIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

## **30. CORRECTION OF ERRORS:**

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

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

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

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

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**31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

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

**32. EVALUATION AND COMPARISON OF BIDS**

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of Tender documents.

**33. VOID**

**34. PURCHASE PREFERENCE: (Indian bidders only)**

~~Purchase Preference to Public Procurement (Preference to make in India) bidders shall be allowed as per Government instructions in vogue, as applicable from time to time.—~~

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

**[F] – AWARD OF CONTRACT**

**35. AWARD:**

Subject to "ITB: Clause-29", IGGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the **L1 bidder (lowest cost)** provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

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

**36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:**

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into

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force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule, if any, as per GCC.
- 36.4 IGGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to IGGL.

## **37. SIGNING OF AGREEMENT**

- 37.1 The successful Bidder shall be required to execute an 'Agreement' (wherein the individual contract value as specified in Notification of Award is more than INR 10 Lakh (exclusive of GST) in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Consultant failure on the part of the successful Consultant to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for action as per Bid Security declaration.
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

## **38. VOID**

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

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

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**39.4 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 and other "CONTRACT DOCUMENTS", in case it is found that the Consultants/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in IGGL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), and the Consultant/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited (IGGL), to such Consultants/Bidders.

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

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE's)**  
***[FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]***

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

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

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

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

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

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

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

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

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

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

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the reclassification, 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 benefits.

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

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

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

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40.4 If against an order placed by IGGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered as per provision mentioned at clause no. 40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

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

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

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

**41** VOID

**42** **VENDOR PERFORMANCE EVALUATION:**

Shall be as stipulated Annexure II to Section-III herewith

**43** **INCOME TAX & CORPORATE TAX**

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

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

**43.3** **TDS**

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

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

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

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- (I) Twice the rate mentioned in relevant TDS section.
  - (II) Twice the rate or rates in force
  - (III) 5%

#### 43.5 **MENTIONING OF PAN NO. IN INVOICE/BILL :**

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

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

Payment of Consultant shall be processed only after fulfilment of above requirement.

#### 44. **DISPUTE RESOLUTION MECHANISM**

##### 44.1 **QUARTERLY CLOSURE OF THE CONTRACT**

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

Vendor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Executive-in-Charge (EIC) 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.

##### 44.2 **CONCILIATION AND ARBITRATION**

###### **1.0 CONCILIATION**

Indradhanush Gas Grid Limited (IGGL) has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with IGGL Conciliation Rules 2010 as amended from time to time A copy of the said rules have been made available on IGGL's web site i.e., <https://iggl.co.in>.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Indradhanush Gas Grid Limited (IGGL) Conciliation Rules,

2010. 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 no.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

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- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s) / issue(s) relating to indulgence of Contractor / Vendor / Bidder in corrupt / fraudulent / collusive / coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s) / issue(s) wherein the decision of Engineer-In-Charge / owner / IGGL has been made final and binding in terms of the Contract.
- 2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.

### **3.0 GOVERNING LAW AND JURISDICTION:**

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

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

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier)

within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

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

46. VOID

47. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

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

48. **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 OF THIS CLAUSE, REFER BDS]**

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

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges L1 bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.

However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such consultant will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

49. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS [FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]**

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

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

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

**50. 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.

**51. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY: [APPLICABLE FOR INDIAN BIDDERS]**

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

52. VOID

53. VOID

**54. CONFLICT OF INTEREST**

54.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

54.2 IGGL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other

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clients, or that may place them in a position of being unable to carry out the assignment in the best interest of IGGL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by IGGL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.  
If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
- e. A Consultant, who has been appointed by IGGL to assist in a bidding process where IGGL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of IGGL in a bidding process shall not be qualified in IGGL's tender for the same assignment.

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- 54.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
  - 54.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
  - 54.5 **Unfair Advantage:** Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage

## 55. **PROFESSIONAL LIABILITY**

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to IGGL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, IGGL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.

## 56. **VOID**

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**Annexure-I 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 a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common;

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- (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

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 Earnest Money Deposit (EMD) shall be forfeited.

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

### **B.2 Irregularities noticed after award of contract**

#### **(i) During execution of contract:**

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

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

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

### **Suspension of order/ contract:**

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

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

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

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

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

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

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

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

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

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

**B.2.2 Period of Banning**

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

| 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.<br><br>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 year  |
| 2.1    | If an agency again commits Corrupt/Fraudulent (except mentioned 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   | 2 years  |
| 4      | If act of vendor/ contractor is a threat to the National Security   | 2 years  |

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## **C Effect of banning on other ongoing contracts/ tenders**

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges the L1, then such tender shall also be cancelled and re-invited.

## **D. Procedure for Suspension of Bidder**

### **D.1 Initiation of Suspension**

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

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

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## **D.2 Suspension Procedure:**

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

The competent authority to approve the suspension will be same as that for according approval for banning.

## **D 3 Effect of Suspension of business:**

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the L1 bidder, then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

## **F. Appeal against the Decision of the Competent Authority:**

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. 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 GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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**Annexure-II to Section-III****PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/  
CONTRACTORS/ CONSULTANTS****1.0 GENERAL**

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

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

**2.0 OBJECTIVE**

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with IGGL 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.

**3.0 METHODOLOGY****i) Preparation of Performance Rating Data Sheet**

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

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- ii) Measurement of Performance  
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
  - iii) Initiation of Measures:  
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
  - iv) Implementation of Corrective Measures:  
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of IGGL.
  - v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

#### 4.0 **EXCLUSIONS:**

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

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

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

#### 5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

##### 5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

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- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts excluding cases under Para 4.0
  - iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
  - A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

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



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## 5.2 FOR CONSULTANCY JOBS

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

## 5.3 FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
  - A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)  
Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

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1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
    - (a) **First Instance: Holiday (Red Card) for Two Years**
    - (b) **Subsequent instance (s)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
  
  2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
    - (a) **First such instance:** Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on **watch list for a period of Two (2) Years.**
    - (b) **Second such instance** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of One Year**
    - (c) **Subsequent instances** (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC-Consultancy)
- (a) First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to 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.

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(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 Three Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is "FAIR":  
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

## **6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY**

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

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

## **7.0 EFFECT OF HOLIDAY**

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

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

7.3. Effect on other ongoing tendering:

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

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- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as L1 bidder, then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to IGGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

## **10.0 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 receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

## **11. ERRANT BIDDER**

In case after price bid opening the L1 bidder 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

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

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

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

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

**Indradhanush Gas Grid Limited (IGGL)  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

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## Instructions for allocation of marks

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

### 1.2 QUALITY PERFORMANCE 40 Marks

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

## 1.3 RELIABILITY PERFORMANCE

20 Marks

|           |   |         |
|-----------|---|---------|
| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>  |         |
| i)        | Submission of order acceptance, agreement, PBG, Drawings and other documents within time  | 4 marks |
| ii)       | Mobilization of resources as per Contract and in time   | 4 marks |
| iii)      | Liquidation of Check-list points  | 4 marks |
| iv)       | Compliance to statutory and HS&E requirements<br><br>or<br><br>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>B.</b> | <b>FOR SUPPLIES</b>   |         |
| i)        | Submission of order acceptance, PBG, Drawings and other documents within time   | 5 marks |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).         | 5 marks |
| iii)      | Response to various correspondence and conformance to standards like ISO  | 5 marks |
| iv)       | Submission of all required documents including Test Certificates at the time of supply  | 5 marks |

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**Annexure-III to Section-III**

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

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

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| <b>A. GENERAL</b>             |  |
|-------------------------------|--|
| <b>ITB clause</b>             | <b>Description</b>   |
| <b>1.1</b>                    | The Employer/Owner is: Indradhanush Gas Grid Limited (IGGL)  |
|                               | The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/F&A/TAXC/12-22   |
| <b>2.1</b>                    | The name of the Services to be performed is: <b>HIRING OF AGENCY FOR TAXATION CONSULTANCY</b>  |
| <b>B. BIDDING DOCUMENT</b>    |  |
| <b>ITB clause</b>             | <b>Description</b>   |
| <b>8.1</b>                    | For <b>clarification purposes</b> only, the communication address is:<br><b>Attention:</b> <u>Kulajit Talukdar, General Manager (C &amp;P)</u><br><b>Street Address:</b> Indradhanush Gas Grid Limited (IGGL)<br>7th Floor, 122A, NRL Centre,<br>Christian Basti, G S Road,<br>Guwahati-781005, Assam<br><br>Country: INDIA<br>Email: <a href="mailto:kulajit.talukdar@iggl.co.in">kulajit.talukdar@iggl.co.in</a> |
| <b>C. PREPARATION OF BIDS</b> |  |
| <b>ITB clause</b>             | <b>Description</b>   |
| <b>11.1.1</b>                 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers<br>- As per Bid Evaluation Criteria (BEC) section-II of this tender.  |
| <b>12</b>                     | Additional Provision for Schedule of Rate/ Bid Price are as under:<br>- <u>NIL</u>   |

|   |   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
|---|---|-----|-------------------------------------|----|--------------------------|----------------------------|--|---------|------------|---------|-----------------|-------------------|--|
| <b>13</b>                                 | <p>Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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> <p>Details of Buyer:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Services to be rendered at</td> <td>Indradhanush Gas Grid Limited<br/><b>Complete address of work center-</b><br/>7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, Country: INDIA</td> </tr> <tr> <td>PAN No.</td> <td>AAECI9589F</td> </tr> <tr> <td>GST no.</td> <td>18AAECI9589F1ZZ</td> </tr> <tr> <td>IGGL Bank details</td> <td><b>Account holder's name:</b> INDRADHANUSH GAS GRID LIMITED<br/><b>Bank Name:</b> State Bank of India<br/><b>Account No.:</b> Current A/C No. 37967639273<br/><b>IFSC Code:</b> SBIN0003030<br/><b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006</td> </tr> </table> | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> | Services to be rendered at | Indradhanush Gas Grid Limited<br><b>Complete address of work center-</b><br>7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, Country: INDIA | PAN No. | AAECI9589F | GST no. | 18AAECI9589F1ZZ | IGGL Bank details | <b>Account holder's name:</b> INDRADHANUSH GAS GRID LIMITED<br><b>Bank Name:</b> State Bank of India<br><b>Account No.:</b> Current A/C No. 37967639273<br><b>IFSC Code:</b> SBIN0003030<br><b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006 |
| YES                                       | <input checked="" type="checkbox"/>   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| NO  | <input type="checkbox"/>  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| Services to be rendered at                | Indradhanush Gas Grid Limited<br><b>Complete address of work center-</b><br>7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, Country: INDIA  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| PAN No.                                   | AAECI9589F  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| GST no.                                   | 18AAECI9589F1ZZ   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| IGGL Bank details                         | <b>Account holder's name:</b> INDRADHANUSH GAS GRID LIMITED<br><b>Bank Name:</b> State Bank of India<br><b>Account No.:</b> Current A/C No. 37967639273<br><b>IFSC Code:</b> SBIN0003030<br><b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>14</b>                                 | The currency of the Bid shall be <b>INR</b>   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>15</b>                                 | The bid validity period shall be <b>03 (Three) Months</b> from final 'Bid Due Date'   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>  |   |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>ITB clause</b>                         | <b>Description</b>  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>18</b>                                 | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |
| <b>22.2 and 2.6 of ITB and 4.0 of IFB</b> | For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per cl. no. 4.0 of IFB& 22.2 of Section-III and Bid Opening Purpose as per cl.no.26 of Section-III, the Owner's address is :<br>Attention: <b>Kulajit Talukdar, General Manager(C&amp;P)</b><br>Street Address: <b>Indradhanush Gas Grid Limited (IGGL)</b><br>7th Floor, 122A, NRL Centre,<br>Christian Basti, G S Road,<br>Guwahati-781005, Assam<br>Country: INDIA  |     |                                     |    |                          |                            |  |         |            |         |                 |                   |  |

|                             |  |            |                                     |                |                                     |
|-----------------------------|--|------------|-------------------------------------|----------------|-------------------------------------|
| <b>26</b>                   | <p><b>The bid opening shall take place at:</b></p> <p><b>Online at CPP portal</b></p>  |            |                                     |                |                                     |
| <b>F. AWARD OF CONTRACT</b> |  |            |                                     |                |                                     |
| <b>ITB clause</b>           | <b>Description</b>   |            |                                     |                |                                     |
| <b>37</b>                   | <p>State of INDIA which stamp paper is required for Contract Agreement:<br/> <u>                                  <b>ASSAM</b>                                  </u></p>   |            |                                     |                |                                     |
| <b>39.3</b>                 | <p>Name and contact details of nodal officer are as under:<br/> <b>Shri Kulajit Talukdar, General Manager (C&amp;P)</b><br/>                 Tel: 9531101226<br/>                 Email: <a href="mailto:kulajit.talukdar@iggl.co.in">kulajit.talukdar@iggl.co.in</a></p>  |            |                                     |                |                                     |
| <b>40</b>                   | <p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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"/>   |            |                                     |                |                                     |
| <b>44.1</b>                 | <p>Quarterly Closure of Contract</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>                      | APPLICABLE | <input type="checkbox"/>            | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE                  | <input type="checkbox"/>   |            |                                     |                |                                     |
| NOT APPLICABLE              | <input checked="" type="checkbox"/>  |            |                                     |                |                                     |
| <b>48</b>                   | <p>Applicability of provisions relating to Start-ups:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/>            | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE                  | <input type="checkbox"/>   |            |                                     |                |                                     |
| NOT APPLICABLE              | <input checked="" type="checkbox"/>  |            |                                     |                |                                     |
| <b>40</b>                   | <p>Applicability of provisions relating to MSE:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>       | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/>            |
| APPLICABLE                  | <input checked="" type="checkbox"/>  |            |                                     |                |                                     |
| NOT APPLICABLE              | <input type="checkbox"/>   |            |                                     |                |                                     |

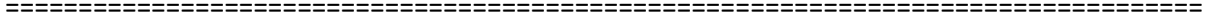
|                |   |            |                          |                |                                     |
|----------------|---|------------|--------------------------|----------------|-------------------------------------|
| <b>49</b>      | Applicability of provisions regarding invoice for reduced value or credit note towards PRS: <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/>  |            |                          |                |                                     |
| NOT APPLICABLE | <input checked="" type="checkbox"/>   |            |                          |                |                                     |
| <b>38</b>      | Contract Performance Security/ Security Deposit <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>   | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/>  |            |                          |                |                                     |
| NOT APPLICABLE | <input checked="" type="checkbox"/>   |            |                          |                |                                     |



## **SECTION-IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

**Please refer to attachment (GCC\_CONSULTANCY) in CPP E-tender portal**



## **SECTION-V**

### **FORMS & FORMAT**

**LIST OF FORMS & FORMATS**

| <b>Form No.</b> | <b>Description</b>  |
|-----------------|---|
| F-1             | BIDDER'S GENERAL INFORMATION  |
| F-2             | PROFORMA OF DECLARATION FOR BID SECURITY  |
| F-3             | LETTER OF AUTHORITY   |
| F-4             | SECURITY DEPOSIT (Not Applicable)   |
| F-5             | AGREED TERMS & CONDITIONS   |
| F-6             | ACKNOWLEDGEMENT CUM CONSENT LETTER  |
| F-7             | BIDDER'S EXPERIENCE   |
| F-8             | CHECK LIST  |
| F-8(A)          | CHECK LIST FOR BID EVALUATION CRITERIA (BEC)  |
| F-9             | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE- (Not Applicable)              |
| F-10            | FORMAT FOR CHARTERED ACCOUNTANT / CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER (Not Applicable) |
| F-11            | BIDDER'S QUERIES FOR PRE-BID MEETING  |
| F-12            | E-BANKING FORMAT  |
| F-13            | FREQUENTLY ASKED QUESTIONS (FAQ)  |
| F-14            | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)                        |
| F-15            | PART(S) FOR WHICH BID IS SUBMITTED (Not Applicable)   |

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s IGGL

**TENDER NO: IGGL/GHY/C&P/F&A/TAXC/12-22(E-TENDER NO. IGGL-100045)**

|    |   |  |
|----|---|--|
| 1  | Bidder Name   |  |
| 2  | Status of Firm  | Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others<br>If Others Specify: _____<br><br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor / Partners / Directors of the firm/company<br>[As per Cl. No. 4.0 of ITB]                            |  |
| 3b | Name of Power of Attorney Holders of bidder   |  |
| 4  | Number of Years in Operation  |  |
| 5  | Address of Registered Office:<br>*In case of Partnership firm, provide current address of the firm for ordering purpose | City:  |
|    |   | District:  |
|    |   | State:   |
|    |   | PIN/ZIP:   |
| 6  | Bidder's address where order/contract is to be placed   | City:  |
|    |   | District:  |
|    |   | State:   |
|    |   | PIN/ZIP:   |
| 7  | Telephone Number & Contact Information of address where contract is to be placed  | _____<br>(Country Code) (Area Code) (Telephone No.)<br>Mobile No.:.....<br>E-Mail ID: .....  |
| 8  | Website   |  |
| 9  | ISO Certification, if any   | {If yes, please furnish details}   |
| 10 | PAN No.   | [Enclose copy of PAN Card]   |
| 11 | GST No.   | [Enclose copy of GST Certificate]  |

|    |  |   |
|----|--|---|
| 12 | Whether Micro or Small Enterprise (Indian Bidders only)  | Yes/No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)      |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)  | Yes/No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)      |
|    | Whether MSE is owned by Women  | Yes/No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)      |
| 13 | Whether Bidder is Startups or not  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.48 ) |
|    | In case of Start-up confirm the following:<br><br>(i) Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]<br><br>(ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores. |   |

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

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

=====

**FORMAT F-2**

**DECLARATION FOR BID SECURITY**

**To,**

**M/s INDRADHANUSH GAS GRID LIMITED (IGGL)**

\_\_\_\_\_

**SUB:** HIRING OF AGENCY FOR TAXATION CONSULTANCY

**TENDER NO:** IGGL/GHY/C&P/F&A/TAXC/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:

=====

**F-3**

**LETTER OF AUTHORITY**

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

Ref:

Date:

To,  
M/s IGGL

**TENDER NO: IGGL/GHY/C&P/F&A/TAXC/12-22(E-TENDER NO. IGGL-100045)**

**Dear Sir,**

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

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

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

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

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

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

=====

**F-5**  
**AGREED TERMS & CONDITIONS**

To,  
M/s IGGL

**TENDER NO: IGGL/GHY/C&P/F&A/TAXC/12-22(E-TENDER NO. IGGL-100045)**

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

| SI. | DESCRIPTION   | BIDDER'S CONFIRMATION              |
|-----|---|------------------------------------|
| 1   | Bidder's name and address<br>(LOA/Order shall be released in this name)   | Bidder's name :<br>Address:        |
| 2.  | Bidder confirms the currency of quoted prices is in Indian Rupees.  |                                    |
| 3.  | Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).   |                                    |
| 4   | Bidder confirms that they have quoted rate of <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Price Schedule/SOR of Price bid  | Confirmed<br><br>.....% [GST rate] |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b><br><br>If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid | Yes/ No<br><br>-----               |
| 4.2 | Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC)  |                                    |
| 4.3 | Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.8 of ITB (Anti- Profiteering Clause)  |                                    |
| 4.4 | Whether bidder is liable to raise E-Invoice as per GST Act  |                                    |
|     | If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.   |                                    |
| 5.  | Confirm acceptance of relevant Terms of Payment specified in the Bid Document.  |                                    |
| 6.  | Confirm compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.   |                                    |
| 7.  | a) Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.<br>b) In case of delay, the invoices/e-invoices shall be submitted after reducing the price reduction due to delay  |                                    |
| 8.  | Bidder have furnished Bid Security Declaration  |                                    |
| 9.  | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.   |                                    |

| SI.           | DESCRIPTION   | BIDDER'S CONFIRMATION   |           |  |               |  |
|---------------|---|---|-----------|--|---------------|--|
| 10            | Bidder Confirms that their offer is valid for period specified in BDS from the final Bid Due date.  |   |           |  |               |  |
| 11.           | Bidder confirms that<br>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGGL<br>or,<br>(ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.   | <table border="1"> <tr> <td>Confirmed</td> <td></td> </tr> <tr> <td>Not Confirmed</td> <td></td> </tr> </table> | Confirmed |  | Not Confirmed |  |
| Confirmed     |   |   |           |  |               |  |
| Not Confirmed |   |   |           |  |               |  |
| 12.           | All correspondence must be in ENGLISH language only.  |   |           |  |               |  |
| 13.           | Bidder Confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.   |   |           |  |               |  |
| 14            | Bidder confirms that the contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.  |   |           |  |               |  |
| 15.           | <b>No Deviation Confirmation:</b><br>Bidder 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.  |   |           |  |               |  |
| 16.           | <b>Non-Involvement of Govt. of India:</b><br><br>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:<br>"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." |   |           |  |               |  |
| 17.           | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.  |   |           |  |               |  |

| SI. | DESCRIPTION  | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 18. | <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 be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>  |                       |
| 19. | <p><b><u>Holiday/Banning &amp; Liquidation, Court Receivership:</u></b><br/>                     Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum &amp; 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.<br/>                     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.<br/>                     Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.<br/>                     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> |                       |
| 20  | <p>As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.</p>  |                       |
| 21  | <p>Bidders should ensure that Tender Document is complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the Tender Document. IGGL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender Documents.</p>   |                       |
| 22. | <p>Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal &amp; no 'exception /deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.</p>  |                       |
| 23. | <p>Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and</p>   |                       |

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
|     | <p>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> |                       |
| 24. | 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  |                       |
| 25. | Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document   |                       |
| 26. | 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 dealt as per clause no. 13 of Section-III  |                       |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

=====

**F-6**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,  
M/s IGGL

**TENDER NO: IGGL/GHY/C&P/F&A/TAXC/12-22 (E-TENDER NO. IGGL-100045)**

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

\_\_\_\_\_  
Agency's Name : .....  
Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....

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**F-7**

**BIDDER'S EXPERIENCE**

To,  
M/s IGGL

**TENDER NO: IGGL/GHY/C&P/F&A/TAXC/12-22 (E-TENDER NO. IGGL-100045)**

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

Place:  
Date:

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





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

| <b>BEC Clause No.</b> | <b>Description</b>        | <b>Documents required for qualification</b>   | <b>Documents submitted by bidder</b> | <b>Reference page no. of the bid submitted</b> |
|-----------------------|---------------------------|---|--------------------------------------|--|
|                       |                           | <b>Technical BEC</b>  |                                      |  |
| 1.                    | <b>Documents required</b> | <ul style="list-style-type: none"> <li>• Copy of valid Firm Registration Certificate and Certificate of Practice (CoP).</li> <li>• Copy of necessary forms last submitted with ICAI/ICWA mentioning the details of HO/Branch offices of the Practicing Firm.</li> <li>• Copy of the service orders for providing opinion in any if the last 5 years.</li> <li>• Copy of the service orders for providing replies in direct &amp; indirect tax services in any of the last 5 years.</li> </ul> |                                      |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

=====

## F-11

### BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

**TENDER NO:** IGGL/GHY/C&P/F&A/TAXC/12-22(E –TENDER NO. IGGL-100045)

| 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 : \_\_\_\_\_

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**F-12**

**E-Banking Mandate Form**

(To be issued on vendor's letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

---

**F-13****FREQUENTLY ASKED QUESTIONS (FAQs)**

| <b>SL.NO.</b> | <b>QUESTION</b>   | <b>ANSWER</b>   |
|---------------|---|---|
| 1.0           | Can any vendor quote for subject Tender?                          | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.  |
| 2.0           | Should the Bid Evaluation Criteria documents be attested?         | Yes. Please refer Section II of Tender document   |
| 3.0           | Is attending Pre-Bid Meeting mandatory.                           | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0           | Can a vendor submit more than 1 offer?                            | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.   |
| 5.0           | Is there any Help document available for E-Tender?                | Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on IGGL E-Tender portal.  |
| 6.0           | Are there any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.   |
| 7.0           | Are there any benefits available to Start-ups?                    | Refer Clause No. 48 of Instructions to Bidders of the Tender Document and BDS   |

All the terms and conditions of Tender remain unaltered.



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**F-14**

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

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

To,  
M/s IGGL  
.....

**SUB:** HIRING OF AGENCY FOR TAXATION CONSULTANCY

LOA NO: .....

**Dear Sir,**

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

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

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

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

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



**SECTION-VI**

**SPECIAL CONDITIONS OF CONTRACT**

**&**

**SCOPE OF WORK**

=====

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

In case of dissatisfaction in the services provided by the consultant, IGGL reserves the right to cancel the contract.

**PAYMENT TERMS**

Payment shall be made on monthly basis subject to completion of all the works of the given month. The payment shall be subject to income tax recoveries and any other recovery as per the terms of the contract.

**PRICE REDUCTION SCHEDULE (PRS)**

PRS is not applicable.

---

## **SCOPE OF WORK (SOW)**

Brief Scope of work shall include the following:

**A.** Regular Jobs covering the following:

1. Responsible for Statutory compliance under various acts such as Income Tax Act, GST, VAT, Professional Tax etc.
2. Responsible for review and finalization of monthly TDS amount and filling of quarterly E-TDS returns.
3. Monthly/ Quarterly/ Annual GST / VAT returns and any other statutory returns pertaining to Taxation (Direct & Indirect), as and when required.
4. To suggest suitable methods and latest updates on mandatory requirements with regards to Taxation matters under various statute
5. Intimation for payment of Statutory Liability i.e. TDS, GST, VAT etc. to IGGL 2 working days before the due date.
6. To assist in tax planning as per the scope available to the company and to minimize the tax liability as per the options available to the company and take advantage of tax deductions, adjustment, and credits.
7. Provide legal tax advice as and when called for in matters related to taxation and duties within 3 working days.
8. Calculation and finalization of Advance Tax Liability for every quarter.
9. To assist in Tax Audit as and when required.
10. To provide guidance on determination of liability amount related to Taxation like Deferred Tax/ Quarterly Income Tax Provision etc.

**B.** Assisting and representing the Organization in any kind of Departmental Queries, Proceedings and any other matter related to Direct & Indirect Taxes as and when required.

**C.** Provide Legal Opinion on Taxation Matters as and when required.



## **SECTION-VII**

### **PRICE SCHEDULE**

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## SCHEDULE OF RATES (SOR)

**SUB:** HIRING OF AGENCY FOR TAXATION CONSULTANCY

**Tender No.:** IGGL/GHY/C&P/F&A/TAXC/12-22(E –TENDER NO. IGGL-100045)

**Name of Bidder:** M/s \_\_\_\_\_

| Sl. No.                                     | Item Description  | UoM    | QUANTITY | Rate (excluding GST) (In Rs.) | Amount (excluding GST) (In Rs.) |
|---|---|--------|----------|-------------------------------|---------------------------------|
| 1.01  | Regular Taxation Jobs(GST,IT,VAT)- Monthly/Quarterly/Annual | Months | 24       |                               |                                 |
| 1.02  | Support during Departmental Queries, proceedings, etc.      | Each   | 2        |                               |                                 |
| 1.03  | Legal Opinion on Taxation Matters                           | Each   | 2        |                               |                                 |
| <b>Total amount excluding of GST:</b>       |   |        |          |                               |                                 |
| <b>Present applicable GST@18%:</b>          |   |        |          |                               |                                 |
| <b>Total amount including of GST @ 18%:</b> |   |        |          |                               |                                 |

- 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**



## **SECTION-VIII**

## **ATTACHMENTS**

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**ATTACHMENT- I**

**PROFORMA FOR CONTRACT AGREEMENT**

**LOA No.:** IGGL/

AGREEMENT for " \_\_\_\_\_ "(hereinafter called the "Job") made on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between M/s \_\_\_\_\_, hereinafter called the "CONSULTANT" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Indradhanush Gas Grid Limited hereinafter called "IGGL" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

IGGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of IGGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
  
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

IGGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by IGGL upon the terms and subject to the conditions of Agreement.



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

- 1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with IGGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, IGGL does hereby agree with the Agreement that IGGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by IGGL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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

Signed and Delivered for
and on behalf of

Signed and Delivered for and
on behalf of

M/s Indradhanush Gas Grid Limited
(IGGL)

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_