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ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

**TENDER NO.: IGGL/GHY/C&P/PROJ/T4S/06-23
(E –TENDER NO: IGGL-100050)**

DOMESTIC COMPETITIVE BIDDING THROUGH OPEN E-TENDERING

Issued by

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

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

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

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SECTION-I
INVITATION FOR BID (IFB)

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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/PROJ/T4S/06-23

Date: 15.06.2023

To,

SUB: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG				
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PROJ/T4S/06-23 DATED 15.06.2023 (E-Tender No. IGGL-100050)				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO: IGGL-100050</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	02 (Two) years from the date of intimation of EIC				
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 15.06.2023 to 29.06.2023 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in				
(G)	BID EVALUATION CRITERIA (BEC)	<table border="1" style="width: 100%;"> <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"/>					

(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 29.06.2023 Time : 14:00 HRS.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 30.06.2023 Time : 14:00 HRS
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) Phone No.: 9531101228/6 E-mail: kulajit.talukdar@iggl.co.in 2) Name: Mr. Udayan Das, Designation: Deputy General Manager (C&P) Phone No.: 9531101226/8 E-mail: udayan.das@iggl.co.in 3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101226/8 E-mail: santanu.bhattacharyya@iggl.co.in
(L)	EARNEST MONEY DEPOSIT / BID SECURITY	Not Applicable
(L1)	DECLARATION FOR BID SECURITY	Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2
(M)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam

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

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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
- 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 Bid(s) received from bidders to whom tender information has been issued as well as bid(s) received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III)
Any bidder, who meets the tender requirements including Bid Evaluation Criteria (BEC) and LCS Criteria, if applicable and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s)/clarification(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission
- 7.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 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 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

Contact No. : 9531101228/6



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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: IGGL/GHY/C&P/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

Description : **ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG**

Due Date & Time : **29.06.2023 at 14:00 hrs.**

From: **To:**

.....	GM (C&P) IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam PHONE: :9531101228/6
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{To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)}



SECTION-II

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

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

- (i) The bidder should have past experience of having successfully executed/ completed similar work(s)* during last 07 (seven) years to be reckoned from the due date of submission of bid, as below:

*Similar work	Minimum Qualification		
	I (or)	II (or)	III
Third Party Conformity Assessment/ Audit of Pipeline Activities as per PNGRB Guidelines/ Regulations: The bidder should have carried out Conformity Assessment/ Audit job (T4S) for Natural Gas Carbon Steel Pipeline laying works of Cross-country pipelines	One (1) similar completed works each costing not less than INR 9,07,287.00	Two (2) similar completed works each costing not less than INR 5,67,054.00	Three (3) similar completed works each costing not less than INR 4,53,643.00

- (ii) Bidder must be PNGRB Approved Third Party Inspection Agency /Third Party Conformity Assessment Agency for Conformity Assessment/Audit job for Natural Gas Pipeline as on Bid due Date.
- (iii) The experience of the bidder, as per the above requirement, must be of their own and not as a member of a joint venture or consortium / parent company / subsidiary / partner firm / group firm / backup consultant, etc.
- (iv) The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site condition will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. Audit shall cover all areas mentioned in PNGRB (Technical Standards and Specifications including Safety Standards) Regulation and checklist provided by PNGRB, including all latter amendments (if any).
- (v) The bidder must submit copies of relevant Work orders, SOR and Job Completion/Execution Certificates from the principal indicating final executed value and date of completion in support of this criterion along with unpriced bid.

1.2 BEC (FINANCIAL): Not Applicable

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1.3 Documents required in support of BEC-Technical:

DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION
Experience criteria	<p>(a) Documentary proof in support of PNGRB approved TPIA/TPCA for Quality surveillance / audit job for natural gas pipeline as on bid due date in the form of PNGRB certificate.</p> <p>(b) Detailed work order/agreement along with detailed Schedule of Rates (SOR).</p> <p>(c) Completion certificate / Execution certificate issued by end user.</p> <p>Note: The completion certificate/ execution certificate must clearly indicate reference to relevant work order, actual value of executed work and actual date of completion or execution as applicable.</p>

Note 1:

- (i) Work Order/Agreement must clearly indicate Nature of work/ service, various components/items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate full address of client, officer issuing certificate, work order no. /date, actual value of executed work, brief scope of work, completion date/ execution date, etc.
- (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.
- (iii) Any bidder participating in this bidding must be an empaneled Third-Party Inspection Agency (TPIAs) as per PNGRB regulations 2015 and shall have validity of empanelment till the completion of work in all respects for carrying out inspections / audits related to Natural Gas Pipeline under relevant T4S regulations i.e., PNGRB (Technical Standards and Specifications including Safety Standards) Regulations, 2016
- (iv) Documentary proof in support of PNGRB approved TPIA/TPCA for Quality surveillance/ audit job for natural gas pipeline as on bid due date in the form of PNGRB certificate.
- (v) Bids from Consortium/Joint Venture shall not be accepted.
- (vi) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- (vii) 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.

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

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):** Not Applicable

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

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

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

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

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

- **Not Applicable**

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

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

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

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

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section-II*) between the bidder and the supporting company.

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(ii) Guarantee (*as per format enclosed at Appendix- A2 to Section-II*) by the supporting company to IGGL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A* to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to Section-II*), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

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

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

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited or action as per Bid Security Declaration shall be taken.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no.2.0 of Section-III (ITB).
- 4.0 The clause 1.7 as below shall be applicable to above supporting company also

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

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

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one

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or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Note:

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

7. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical

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expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

9. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B

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

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

1.8 **BID EVALUATION METHODOLOGY:**

- (i) Any bidder participating in this bidding must be an empanelled Third-Party Inspection Agency (TPIAs) as per PNGRB regulations 2015 and shall have validity of empanelment till the completion of work in all respects for carrying out inspections / audits related to Natural Gas Pipeline under relevant T4S regulations i.e., PNGRB (Technical Standards and Specifications including Safety Standards) Regulations, 2016.
- (ii) Bidder shall submit an approval document with validity period (Minimum Up to December-2024), under PNGRB Regulations, 2015 as Third-Party Inspection Agency (TPIAs) for carrying out inspections / audits.
- (iii) Audit team and qualification: The Vendor has to submit the profile of auditors including qualifications and other details in accordance with Schedule 1 under regulation (10) of PNGRB Regulations 2015
- (iv) The Price Bids of only techno-commercially acceptable bidders shall be opened and will be considered for evaluation.
- (v) As the tendered items are non-splitable / non-divisible, EVALUATION SHALL BE DONE ON OVERALL BASIS (i.e., L1 position shall be found out on overall least cost to owner basis including GST) and complete order shall be placed on a single agency.
- (vi) In case of a tie at the lowest bid (L1) position, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

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Form-I-A to Section II

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23

Dear Sir

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

- (i) Not from such a country []

- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

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

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Form-I-B to Section II

UNDERTAKING ON LETTERHEAD

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder having Transfer of Technology (ToT) arrangement which shares a land border with India; we certify that, bidder M/s_____ (***Name of Bidder***) is:

- (i) Does not have ToT with such a country []

- (ii) If having ToT from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

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

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Schedule-I

List of Category-I Sensitive Sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule-II

List of Category-II Sensitive Sectors:

Sr. No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban transportation

Schedule-III

List of Sensitive Technologies

Sr. No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

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Appendix-A1 to Section II

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

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

Whereas

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

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

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

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



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- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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

Witness:
1)
2)

Witness:
1)
2)

=====

Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

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

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

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

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

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The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

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

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

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

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any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

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

OR

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

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



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Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

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Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee

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Appendix-A3 to Section II

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

To,

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

Dear Sir(s),

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

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

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

- =====
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGGL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IGGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
 3. The Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGGL may have in relation to the 'SUPPORTING COMPANY's liabilities.
 4. The Bank further agrees that IGGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGGL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IGGL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IGGL discharges this guarantee in writing, whichever is earlier.
 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGGL or that of the 'SUPPORTING COMPANY'.
 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.



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

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail:
Telephone/Mobile No.:

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

- 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. 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

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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 VOID

2.4 VOID

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

2.6 **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.

2.7 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

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

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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.

[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":

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- Section-I: Invitation for Bid [IFB] & Cut-out slip *
 - Section-II: BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 - Section-III: Instructions to Bidders [ITB], Annexure
 - 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".

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.

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- 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
- (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'

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- (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.2.6 of ITB
 - (h) Declaration for Bid Security as per provision of ITB.
 - (i) VOID
 - (j) VOID
 - (k) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
 - (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 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:

- 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.

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- 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 the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder
 - iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - 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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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

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

13.1 IN CASE OF INDIAN BIDDER

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.

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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, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. 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.

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

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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.

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 highest total score bidder. 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). 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

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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.

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.

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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

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

udayan.das@iggl.co.in;

santanu.bhattacharyya@iggl.co.in

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering. The

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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 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 III to Section III).

19. ZERO DEVIATION AND REJECTION CRITERIA:

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. IGGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, IGGL will determine the substantial responsiveness of each bid to the Tender Document 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 Document without deviation(s) or exception n(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) Contract Performance Security.
- (i) Guarantee / Defect Liability Period (if Applicable)
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Bid Security declaration, as applicable
- (m) 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.

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

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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(s) or any obligations to inform the affected Bidder(s) of the ground for IGGL 's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.

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 online in e-tender portal (CPP portal) on the pre specified date and time as per tender.

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 did not meet the minimum qualifying mark or 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 uploaded in CPP portal for information 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 and have secured the minimum qualifying mark. Price bids are to be opened at a pre-publicised date, time on the portal in case of e-procurement.

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.

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

28. **CONTACTING THE EMPLOYER:**

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

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

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

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

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

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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;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria

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- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the IGGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment)

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

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.

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33. VOID

34. PURCHASE PREFERENCE: (Indian bidders only)

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue, as applicable from time to time

Bidders are required to select the applicable purchase preference (i.e., preference category) option while submitting the bid on portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on portal.

[F] – AWARD OF CONTRACT

35. AWARD:

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

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

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

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

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

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST).

SD / CPBG @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order /Contract value in case contract period is more than one year

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its

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- letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and action as per declaration for Bid Security
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to IGGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by IGGL.
- 38.6 In addition to existing specified form (i.e., Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance."
- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.
- 38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

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

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.12 **Non submission of Security Deposit (SD) on Time:** In case, IGGL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of LOA/FOA/Notification of award) plus 4.0% P.A. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/LOA.

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.

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) [applicable for Indian bidders only]

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

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- 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 down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

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

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
 - b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
 - c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

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

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

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

- 40.3 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.
- 40.4 The benefits of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.5 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

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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:

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

(II) Twice the rate or rates in force

(III) 5%

43.4 VOID

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.

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

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

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

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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

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 only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's 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

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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 as lowest bidder, the order on such Startup shall be placed for entire tendered quantity 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.

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

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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/CONTRACTOR 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 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

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- 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.
- 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

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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 concerns which come within the sphere of effective influence of the 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 the 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. For example, if an agency confirms not being in holiday in IGGL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category	06 months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above)/Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	02 years (in addition to the period already served)

3	Indulged in unauthorized disposal of materials provided by IGGL	02 years
4	If act of vendor/ contractor is a threat to the National Security	02 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing 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.

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.
- 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 In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i)

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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 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.

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

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

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

A) Where performance rating is "POOR" (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 (02) Years**
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.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 (02) Years.

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

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

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

=====

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

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

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

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	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 (02) Years.**
 - (b) **Second such instance** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances** (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of Two (02) 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)

=====

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

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

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

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

(e) **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.

(f) **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.

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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.

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 agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1

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 of receipt of Holiday order.

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

11. **ERRANT BIDDER**

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

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

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

=====

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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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:

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: Indradhanush Gas Grid Limited (IGGL)				
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/PROJ/T4S/06-23				
2.1	The name of the Services to be performed is: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Attention: <u>Kulajit Talukdar, General Manager (C &P)</u> Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam Country: INDIA Email: kulajit.talukdar@iggl.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers - As per Bid Evaluation Criteria (BEC) section-II of this tender.				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: - <u>NIL</u>				
	Defect Liability Period: <table border="1" style="margin-left: 40px;"> <tbody> <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> </tbody> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

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

26	<p>The bid opening shall take place at:</p> <p>Online at CPP portal</p>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	<p>State of INDIA which stamp paper is required for Contract Agreement:</p> <p style="text-align: center;"><u>ASSAM</u></p>				
38	<p>Contract Performance Security/ Security Deposit</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> <p>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
38.6	<p>In case "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Indradhanush Gas Grid Limited, payable at Guwahati</p> <p>In case of submission through online banking transaction i.e., IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL's Bank account are as under:</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED Account Number: Current A/C No. 37967639273 IFSC Code: SBIN0003030 Branch: Dispur Branch, Guwahati, ASSAM-781006</p> <p>Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account.</p>				

<p>39.3</p>	<p>Name and contact details of nodal officer are as under: Shri Kulajit Talukdar, General Manager (C&P) Tel: 9531101228/6 Email: kulajit.talukdar@iggl.co.in</p>				
<p>40</p>	<p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1" data-bbox="427 510 1090 667"> <tr> <td data-bbox="427 510 762 591">YES</td> <td data-bbox="762 510 1090 591"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="427 591 762 667">NO</td> <td data-bbox="762 591 1090 667"><input type="checkbox"/></td> </tr> </table> <p>Individual Parts are splitable.</p>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
<p>44.1</p>	<p>Quarterly Closure of Contract</p> <table border="1" data-bbox="427 864 1082 1081"> <tr> <td data-bbox="427 864 762 976">APPLICABLE</td> <td data-bbox="762 864 1082 976"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="427 976 762 1081">NOT APPLICABLE</td> <td data-bbox="762 976 1082 1081"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
<p>48</p>	<p>Applicability of provisions relating to Start-ups:</p> <table border="1" data-bbox="427 1193 1090 1373"> <tr> <td data-bbox="427 1193 762 1290">APPLICABLE</td> <td data-bbox="762 1193 1090 1290"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="427 1290 762 1373">NOT APPLICABLE</td> <td data-bbox="762 1290 1090 1373"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
<p>40</p>	<p>Applicability of provisions relating to MSE:</p> <table border="1" data-bbox="427 1487 1099 1666"> <tr> <td data-bbox="427 1487 762 1583">APPLICABLE</td> <td data-bbox="762 1487 1099 1583"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="427 1583 762 1666">NOT APPLICABLE</td> <td data-bbox="762 1583 1099 1666"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
<p>49</p>	<p>Applicability of provisions regarding invoice for reduced value or credit note towards PRS:</p> <table border="1" data-bbox="427 1827 1099 2007"> <tr> <td data-bbox="427 1827 762 1924">APPLICABLE</td> <td data-bbox="762 1827 1099 1924"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="427 1924 762 2007">NOT APPLICABLE</td> <td data-bbox="762 1924 1099 2007"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

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ANNEXURE-V TO SECTION-III

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017: (Not Applicable)

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

DEFINITIONS:-

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

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- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas.
- (vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL).
- (vii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

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

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

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

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are covered by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

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- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

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

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

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

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

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

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

(I) Non divisible item

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

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

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

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

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

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

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

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

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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

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

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

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

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- g.** The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 **RECIPROcity CLAUSE**

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



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FORM-1

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

NOT APPLICABLE

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FORM-2

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

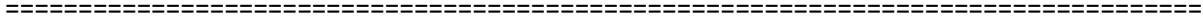
NOT APPLICABLE



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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



SECTION-V

FORMS & FORMAT

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LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-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
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING (Not Applicable)
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-16	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 (Not Applicable)
F-17	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company [As per Cl. No. 4.0 of ITB]	
3b	Name of Power of Attorney Holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City:
		District:
		State:
		PIN/ZIP:
7	Telephone Number & Contact Information of address where contract is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No.:..... 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 (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by Women	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
13	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.48)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

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

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



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FORMAT F-2

DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23

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:



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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/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

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-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to IGGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the Service Provider to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have



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- the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Service Provider but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the Service Provider is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider till such time as may be determined by IGGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Service Provider) on whose behalf this guarantee is issued.
 6. Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Service Provider and notwithstanding any security or other guarantee that IGGL may have in relation to the Service Provider's liabilities.
 7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
 9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
 8. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
... (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and



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c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence OR in the Bank Guarantee itself.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

6. Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security.

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

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

=====

F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

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 (LOA/Order shall be released in this name)	Bidder's name : Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule/SOR of Price bid	Confirmed % [GST rate]
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder 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 -----
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.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION				
	International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
8.	Confirm compliance to Completion Schedule as specified in Bid document.					
9.	a) Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. b) In case of delay, the invoices/e-invoices shall be submitted after reducing the price reduction due to delay					
10.	Bidder have furnished Bid Security Declaration					
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.					
12	Bidder Confirms that their offer is valid for period specified in BDS from the final Bid Due date.					
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGGL or, (ii) the bidder is not a firm in which any Director (in Board of Director) of IGGL or their relative is a partner.	<table border="1"> <tr> <td data-bbox="1072 1193 1302 1232">Confirmed</td> <td data-bbox="1302 1193 1449 1232"></td> </tr> <tr> <td data-bbox="1072 1232 1302 1270">Not Confirmed</td> <td data-bbox="1302 1232 1449 1270"></td> </tr> </table>	Confirmed		Not Confirmed	
Confirmed						
Not Confirmed						
14.	All correspondence must be in ENGLISH language only.					
15.	Bidder Confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.					
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.					
17.	No Deviation Confirmation: It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.					

18.	<p>Non-Involvement of Govt. of India:</p> <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
19.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.</p>	
20.	<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>	
21.	<p>Holiday/Banning & Liquidation, Court Receivership:</p> <p>Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid.</p> <p>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.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>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>	

22	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.	
23	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.	
24.	Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal & no 'exception /deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
25.	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice. 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.	
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	
27.	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	
28.	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.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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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/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/T4S/06-23 (E-TENDER NO. IGGL-100050)

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

Place:
Date:

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

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F-8 **CHECK LIST**

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		XXXXXXXXXX
i	Covering Letter, Letter of Submission		
ii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Details of documentary proof required against BEC Criteria		
v	Confirm submission of document along with unpriced bid as per bid requirement.		XXXXXXXXXX
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s) – Refer cl.no.11 of Section-III		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		XXXXXXXXXX
5.0	Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
6.0	Confirm submission of Checklist against Bid Evaluation Criteria & BQAS as per format F-8(A)		
7.0	Confirm that undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and PPP-MII bidder).		
8.0	Confirm that undertaking as per Form-2 to Annexure-V to Section-III		
9.0	Confirm that undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
10.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(A)		

Place:
Date:

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

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

F-9

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

(To be provided on Bank's letter head)

NOT APPLICABLE

F-10

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

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

****Refer Instructions***

Note: It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)

Name of Audit Firm:	[Signature of Authorized Signatory]
Chartered Accountant/CPA	Name:
Date:	Designation:
	Seal:
	Membership No.:
	UDIN:

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
- For the purpose of this Tender document: **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements.
In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria
- Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
- Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them
- This certificate is to be submitted on the letter head of Chartered Accountant/CPA

F-11
BIDDER'S QUERIES FOR PRE-BID MEETING

NOT APPLICABLE

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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)

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F-13

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre-Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for E-Tender?	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on IGGL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Start-ups?	Refer Clause No. 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: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

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:

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F-15

PART(S) FOR WHICH BID IS SUBMITTED

Not Applicable

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F-16

**DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016**

Not Applicable

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F-17

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

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

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

We further absolve Indradhanush Gas Grid Limited (IGGL) from all liabilities present or future arising directly or indirectly out of the Contract.

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

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



SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General:

- 1.1 The special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost and the value of contract shall be deemed to have included the cost of such performance and provisions, so mentioned.
- 1.4 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- i. Letter of Acceptance along with Statement of Agreed Variations.
 - ii. Fax of Acceptance (FOA)
 - iii. Schedule of Rates as enclosures of Letter of Acceptance.
 - iv. Job/ Particular Specifications
 - v. Drawings
 - vi. Technical/Material Specifications
 - vii. Special Conditions of Contract
 - viii. General Conditions of Contract
 - ix. Indian Standards
 - x. Other Applicable Standards.
- 1.5 It will be Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with a reference, which the conflict exists.
- 1.6 Bids of Joint Venture/Consortium not acceptable.

2 Contract Period/ Time of Completion

2.1 The Contract shall be valid for a period of two (02) years from the date of intimation from EIC, which can be extended for further six (06) months on the same rates, terms and conditions at the sole discretion of IGGL.

2.2 Break-up of activities are as under:

Sl. No.	Description	Section	Time for Completion
1	Pre T4S Audit	24" dia Guwahati-Numaligarh section	07 days
		8" dia Gohpur-Itanagar section	02 days
		12" dia Dergaon-Dimapur section	07 days
2	Final T4S Audit	24" dia Guwahati-Numaligarh section	07 days
		8" dia Gohpur-Itanagar section	02 days
		12" dia Dergaon-Dimapur section	07 days

3 Payment Terms:

For Pre T4S Audit, Payments will be made as per Schedule of Rates (SOR), after completion and submission of Pre- T4S PNGRB Audit of the respective sections.

For Final T4S Audit, Payments will be made as per Schedule of Rates (SOR), after completion and submission of Final-T4S PNGRB Audit of the respective sections.

3.1 Payment to Inspectors/ Sub vendors

3.1.1 Timely payment to inspectors and sub vendors is important parameter on which performance of agency will be monitored. Agency should ensure timely payment to its inspectors and sub vendors. Any complaint towards this issue will be taken up seriously by IGGL and appropriate action will be taken against agency as per direction of EIC.

3.1.2 Deployment of inspector within mobilization time and their commitment to quality of jobs undertaken shall be assured by the agency. Agency shall deploy qualified and experienced inspectors as detailed in Scope of Work for inspection jobs and if any inspector is not found suitable for work, he will be replaced with suitable replacement as per instruction of EIC.

3.1.3 Replacement of the inspectors at site cannot be done without prior approval of EIC.

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3.2 Rates for Reimbursement for Boarding, Lodging and Vehicles for TPCA:

3.2.1 IGGL may provide accommodation & vehicle at site, however if the same is not provided then will reimburse the expenditure for boarding and lodging as per following Table.

Sl. No.	Type	Reimbursement
1	Accommodation (including food & laundry expenses only) for Inspectors	As per actual, limited to maximum Rs. 3500 per day per inspector, exclusive of GST.

3.2.2 Accommodation, if arranged by TPIA, should preferably be in nearest area (0-40 km) of site work so as to have minimum loss of travel time; vehicle to be used judiciously normally for to & fro from point of stay to site; stay/ travel beyond the above to be got approved from IGGL's EIC with full justification.

3.2.3 Travel by Airlines (Economy-class), to & fro, from the nearest located airport from the registered office of TPCA to the nearest located airport from the work-location of IGGL.

3.2.4 Local conveyance, if not provided by IGGL, has to be arranged by the party themselves at their own cost.

3.2.5 No DA or any other allowance of similar nature will be provided.

3.2.6 All claims for reimbursement towards travel and accommodation shall be supported by valid document/bills.

4 **Defect Liability Period:** Not applicable

5 Price Reduction Schedule:

5.1 Time is the essence of the contract. in case the contractor fails to complete the job within the stipulated period, then, unless such failure is due to Force Majeure as defined in GCC or due to employer's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

5.2 The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

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5.3 All sums payable under this clause is the reduction in price due to delay in completion period at the agreed rate.

6 **Compensation for extended stay:** Quoted Unit Rates shall remain firm till the completion of the job and no claim on account of extended stay compensation shall be admissible.

7 **Mobilization Advance:** No mobilization advance will be paid to the Contractor for execution of this job.

8 The contractor shall not engage any Sub-Contractor for this project without written permission from the EIC. The Contractor shall be solely responsible for the settlement/resolving any dispute/claim of the workmen during the pendency of the contract. In no circumstances, any liability on this account shall accrue to the Client. The Contractor shall ensure that the contract work or job assigned is not disrupted / disturbed or delayed on any account.

9 Other Conditions:

9.1 The TPCA shall perform the work under this Contract with diligence and conforming to the best practices.

9.2 The TPCA shall perform their obligations conforming to rules, regulations and procedures prescribed by law and prevailing local rules.

9.3 The TPCA shall take approval / concurrence from IGGL on major and critical issues, e.g., Design Basis, P&ID's, etc.

9.4 There may be minor changes in scopes during the implementation of the Project. The TPCA shall not be entitled for extra payment for the same.

9.5 The TPCA shall suggest measures to improve quality of work required in implementing the Project.

9.6 **Employer's Rights and Remedies:** Without prejudice to Employer's rights and remedies under Agreement, if the TPIA fails to perform the duties, the Employer may terminate the Agreement in full or in part at TPIA's default and may get services from other sources at TPCA's risk and cost.

9.6.1 No dues certificate in the prescribed format shall be submitted by the TPCA at the time of submission of final bill.

9.6.2 All the payments to inspectors, Vendors, Sub contractors to be made before release of final bill payment by IGGL. No complaint/ outstanding from the same should be there & the same should be settled by the TPIA/ TPCA to enable IGGL to make final bill payment.

9.6.3 All Inspectors deployed for this job shall be regular employees of the TPIA, proof of the same to be submitted along with CV of the Inspectors at the time of seeking approval of deployment of particular inspectors. For regular employee, documents

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required in terms of regular employment as required by prevailing law (appointment letter, pays lip etc.) is required to be submitted while submitting the CV.

9.6.4 It is required that PNGRB approval (T4S) is mandatory for a bidder/ contractor during entire duration of the contract. Bidder/ contractor shall take timely action in the above aspect.

If a bidder/ contractor has taken timely action and approval is under process then based on factual details at that time, IGGL will take decision on whether to continue the contract or not.

However, if PNGRB approval is not sought by the bidder/ contractor before the expiry of validity or the same is not granted to bidder/ contractor by PNGRB, IGGL reserves the rights to terminate the contract.

10. **Employee Provident Fund:**

The TPCA is to fulfil statutory obligations regarding Employees Provident Fund.

The TPCA are required to submit copies of Electronic Challan cum Return (ECR) / Electronic Challan along with on line uploaded list of engaged officials/ inspectors /members for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contributions with respective authorities for the officials/ inspectors engaged by him in IGGL while submitting monthly bills.

11. Performance Evaluation: The performance of Agency to whom the award is placed shall be evaluated right from submission of bid till the final completion, as specified in the bid document.

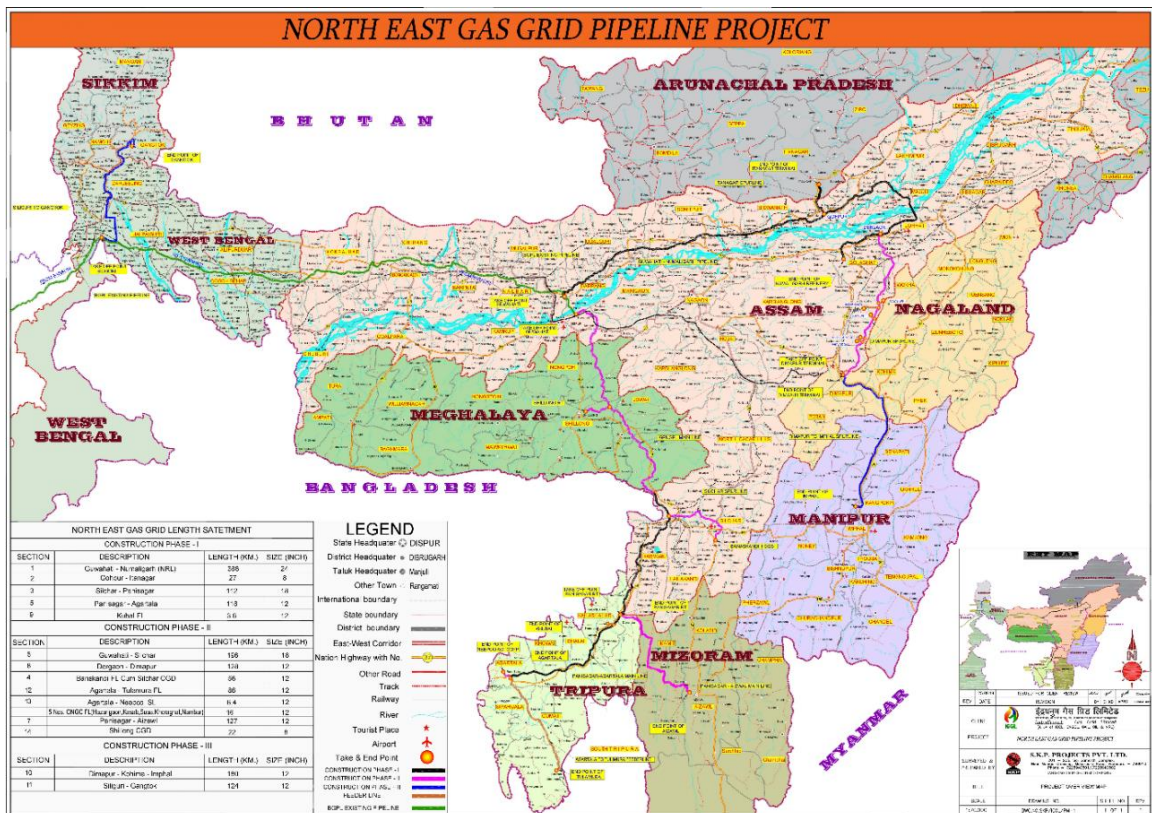
12. Secrecy: The audit team shall maintain complete secrecy of information, documents, date etc. relating to this study. The information shall not be disclosed to any agency without prior written approval of IGGL.

SCOPE OF WORK (SOW)

1.0 PROJECT DESCRIPTION

The North East Gas Grid project is being implemented progressively in three phases for the development of a gas-based economy in North-Eastern India in line with the Hydrocarbon Vision 2030 for the North East. The pipeline Grid of 1656 km long, would connect to state capitals of all states of North East i.e., Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura & Sikkim for supplying eco-friendly Natural Gas to Industrial & Commercial units, PNG for Domestic households and CNG for vehicles.

Schematic of Pipeline route is indicated below:



Under the NEGG Pipeline Project, following pipeline sections are to be laid:

Phase	Section Nos.	Section Name (States Involved)	Section Length (km)
I	1	Guwahati-Numaligarh (Assam)	386

	2	Gohpur-Itanagar (Assam & Arunachal Pradesh)	27
	8	Dergaon-Dimapur (Assam, Nagaland)	128
II	3	Silchar-Panisagar (Assam & Tripura)	112
	4	Banaskhandi FL cum Silchar CGD(Assam)	56
	5	Panisagar-Agartala (Tripura)	118
	6	Guwahati-Silchar (Assam, Meghalaya)	196
	7	Panisagar-Aizawl (Tripura, Mizoram)	127
	9	Khubal Feeder Line (Tripura)	4
	12	Agartala-Tulamura Feeder (Tripura)	86
	13	NEEPCO Spurline	6
III	14	Shillong Spurline (Meghalaya)	14
	10	Dimapur-Kohima-Imphal (Nagaland, Manipur)	199
	11	Siliguri-Gangtok (West Bengal, Sikkim)	186

2.0 DESCRIPTION OF WORK

2.1 The NEGG has been divided into 14 numbers of different pipeline sections as mentioned above, which are under 03 phases of construction.

The 1st phase consists of 03 Pipeline Sections, namely:

- 24" dia Guwahati – Numaligarh section (approx. 390 KM)
- 8" dia Gohpur – Itanagar section (approx. 27 KM)
- 12" dia Dergaon-Dimapur section (approx. 128 km)

2.2 The total number of permanent stations along every section can be envisaged, but not limited to, as below:

Section	Station Type	No. of Stations
Guwahati- Numaligarh Section	Sectionalizing Valve	16
	Intermediate Pigging	3
	Despatch Terminal	2
	Receipt Terminal	1
Gohpur- Itanagar Section	Sectionalizing Valve	1
	Receipt Terminal	1
Dergaon- Dimapur Section	Sectionalizing Valve	6
	Receipt Terminal	1
Total Stations		31

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2.3 In this regard, IGGL desires to conduct the pre-T4S PNGRB Audit of the above-mentioned sections of Phase-I to assess the readiness of IGGL to apply to PNGRB for final T4S audit and to remove the shortcomings (if any). IGGL desires to conduct pre-T4S audit progressively for the sections that are ready for commissioning.

2.4 Thereafter, after the pre-T4S PNGRB Audit, the shortcomings (if any) will be rectified/ corrected/ addressed and the Final T4S Audit needs to be conducted accordingly

3 SCOPE OF WORK

The Scope of work shall be inclusive but not limited to the following:

3.1 The audit shall be carried out as per approved and latest checklist of PNGRB T4S regulation for Natural Gas pipelines including Compressor station/SVs/IPs, Receiving/Dispatch terminals, utilities etc. as per direction of EIC.

Checklist as per PNGRB T4S regulation for Natural Gas pipelines should be strictly followed without any deviation.

3.2 The audit will cover all the areas as mentioned in latest PNGRB (T4S) Regulation, including all amendments till date.

3.3 The overall objective of the Third-party technical safety audit is to examine the compliance with respect to T4S standards of PNGRB and other codes of practice as given in PNGRB guidelines. The Third-party technical safety audit point shall be based on the standard checklist.

3.4 The Third-party technical safety audit shall be carried out strictly as per T4S- G.S.R. 808 (E) -Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Natural Gas Pipelines) Regulations, 2009, including all recent amendments till date.

3.5 The Third-party technical safety audit team shall be responsible to prepare comprehensive checklist to cover all the details pertaining to standards and audit shall be carried out as per the standard checklist.

3.6 The inspection/audit report shall include consolidated overview apart from individual audit report for each facility. The report shall contain summary of the audit and survey

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findings, details of any non-conformance or shortfalls vis-à-vis relevant clause or regulation of PNGRB as identified by the audit team plus recommendations for liquidation.

3.7 The audit team is required to conduct the pre-T4S PNGRB Audit of Phase-I of NEGG Pipeline Project to assess the readiness of IGGL to apply to PNGRB for final T4S audit and to remove the shortcomings (if any).

3.8 The pre-T4S audit is to be conducted progressively for the sections that are ready for commissioning.

3.9 Thereafter, after the pre-T4S PNGRB Audit, any non-conformance or the shortfalls/ shortcomings (if any) will be rectified/ corrected/ addressed and the Final T4S Audit needs to be conducted accordingly.

3.10 The overall objective of the T4S audit shall be to examine the adequacy and implementation of standards & requirements mentioned under PNGRB regulations & guidelines including safety standards notified by PNGRB regulations.

3.11 Other Specific Instruction to carry out job:

- Data collection and generation of required data will be the sole responsibility of audit team. However, the concerned EIC/ In-charge will hand over the copy of the available data/information within three working days to team leader on his requirement.
- All the data / information / description / documents / papers etc. which shall be handed over to audit working team members, will be treated as confidential documents of IGGL.
- It will be bidder's responsibility to maintain the secrecy of these documents / information / data/descriptions/papers and ensure that such information / data / description / documents / papers will not be used or put up, directly or indirectly, intentionally or unintentionally in any office, court or in public against IGGL.
- Management of IGGL should be indemnified for any injury / accident to personal or loss /damage of any equipment / appliances, personal assets or household of the team members during their stay, visit and transportation.
- In case of any dispute during work /job execution, the decision of Engineer-In-charge will be final binding on the vendor.

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- Bidder has to arrange their own stationary, Laptop etc. to their team members to execute day to day activities for the work awarded to them.
 - Each member of their team must wear and use basic safety gadgets in the worksite- premises during visit.
 - The audit team is required to discuss all observations with Officer In-charge/Sectional In-Charge/ Spread In-Charge/ Engineer In-Charge on completion of audit before preparing audit report.
 - The audit team shall be consisting of minimum three auditors (Mechanical, Electrical & Safety). The team shall be consisting of certified auditors with engineering background, preferably having experience in gas or petroleum sector. The auditors must have technical degree in Engineering Field.
 - Auditors should have at least eight (08) years of post-qualification experience with 3 years' experience in inspection. The Auditors must have experience of Conformity Assessment /Audit of pipeline activities in at least one pipeline projects.
 - All auditors with Mechanical Engineering Discipline shall be ASNT / ISNT - Level II / III (UT /RT) with valid certificates at the time of deployment.
 - IGGL may ask the agency to submit copies of relevant certificates before the deployment of auditors. The agency will submit the list of auditors with their experience along with the bid under each category. Format of CV of the Inspectors enclosed as Annexure - I.

4. DEPLOYMENT PHILOSOPHY:

The deployment philosophy for both pre-T4S PNGRB Audit and the final- T4S PNGRB Audit will be as under:

- 4.1 Notice Period for Deployment / Mobilization: Notice Period will be 05 calendar days (from EIC) at site for conformity assessment / audit of pipeline activities.
- 4.2 Only the inspectors from the approved panel of inspectors shall be deployed. The agency shall maintain the inspectors as required in the Panel of Inspectors.
- 4.3 The start-time for deployment of the inspectors to be decided by EIC in consultation with site & inspector shall move back to his registered office of TPCA after completion of Audit/Conformity Assessment/ Audit of Pipeline.

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5. SUBMISSION OF REPORT:

After conducting audit of the pipelines/installations/facilities, observation and recommendations shall be discussed with EIC/ Coordinator. Auditor has to submit the report progressively to EIC. Two copies of draft report shall be submitted to IGGL within 10 working days after mobilization. IGGL will give its comments within reasonable days and final report shall be submitted to IGGL within 7 working days after receipt of the comments, if any, on the draft report. (Pen-drives consisting of final report also be submitted for each site audited). Based on wide experience of the auditors, the auditors should also render the guidelines/ supporting documents to comply the major recommendations. The consolidated report of regions/project work may also be submitted after taking other inputs from IGGL as per instructions of EIC. This is applicable for both the pre-T4S PNGRB Audit and the final- T4S PNGRB Audit.

6. PROFESSIONAL FACILITIES:

For efficient functioning and reporting, the agency shall provide the following electronic gadgets to facilitate its inspectors and coordinators in timely delivering the deliverables to IGGL

- a. Mobile phone
- b. Computer / laptop with internet connectivity
- c. Digital Camera for taking photographs
- d. Other electronic gadget with necessary software supporting the above

ANNEXURE-I

FORMAT FOR BIODATA

*Paste
Photograph*

1.	Name								
2.	Date of Birth								
3.	Nationality								
4.	Contact Details								
	Address:								
	Phone:								
	E-mail ID:								
5.	Languages Known (Read, Write, Speak)								
6.	Educational Qualifications for all Degrees [indicating Year of Completion, Name of College / University]								
	Year of Completion:								
	Name of College / University:								
	Full-Time / Part-Time:								
7.	Professional Qualifications								
8.	Affiliation to Professional Bodies								
9.	Certification ASNT / ISNT, etc.								
10.	Present Employment status								
11.	Professional Experience:							Experience related to Pipe Coating / Pipe manufacturing / Pipeline Construction to be indicated under each head in line with the job requirement.	
	Organization	Company's Roll / Contractual Basis	From	To	Years	Position	Project Name		Responsibilities
12.	Computer & Software Proficiency								
13.	Any Other Information								



SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: ENGAGING A CONSULTANT FOR THE PRE & FINAL T4S AUDIT AS PER PNGRB FOR PHASE-I OF NEGG

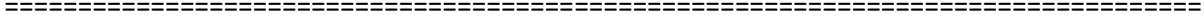
Tender No.: IGGL/GHY/C&P/PROJ/T4S/06-23 (E –TENDER NO. IGGL-100050)

Name of Bidder: M/s_____

Sl. No.	Item Description	UoM	QUANTITY	Rate (Excluding GST) (In Rs.)	Amount (Excluding GST) (In Rs.)
1	Pre-T4S Audit				
1.1	24" dia Guwahati – Numaligarh section (approx. 390 KM)	LSM	01		
1.2	8" dia Gohpur – Itanagar section (approx. 27 KM)	LSM	01		
1.3	12" dia Dergaon-Dimapur section (approx. 128 km)	LSM	01		
1.4	Travel, Boarding, Lodging at par actual	LSM	01	Payment will be made at par actual (NOT TO BE QUOTED BY BIDDER)	
2	Final-T4S Audit				
2.1	24" dia Guwahati – Numaligarh section (approx. 390 KM)	LSM	01		
2.2	8" dia Gohpur – Itanagar section (approx. 27 KM)	LSM	01		
2.3	12" dia Dergaon-Dimapur section (approx. 128 km)	LSM	01		
2.4	Travel, Boarding, Lodging at par actual	LSM	01	Payment will be made at par actual (NOT TO BE QUOTED BY BIDDER)	
Total amount excluding of GST:					
Present applicable GST@18%:					
Total amount including of GST @ 18%:					

NOTES TO BIDDERS:

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



SECTION-VIII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO 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.



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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. _____