Eligibility Criteria

Applications received against EOI will be evaluated against following criteria:

- **A.** Applicant should have executed minimum work of Rs. 11.93 lakhs against transportation of Inflammable/Hazardous/Explosive material (by using vehicle having payload 6 ton or above) in any petroleum or gas sector or any other industry, in single work order/contract in the preceding seven years from the date of issue of EOI.
- **B.** Applicant should have achieved a turnover of Rs. 23.85Lakhs in any one of the preceding three financial years.
- C. Applicant's net worth should be positive in the immediate preceding financial year.
- **D.** Applicant's working capital should be at least Rs. 4.77 Lakhs for preceding financial year.
- **E.** The parties who were Techno-commercially qualified (already developed bidders) against the IGL tenders for MGV/LCV hiring for transportation of Compressed Natural Gas in past 7 years from the date of floating of this EOI will not be eligible in this EOI.

Other Details

- 1. List of Documents to be submitted
- 2. Format of Application
- 3. Format of Work Completion/Execution

List of Documents to be submitted

- 1. Application for expressing the interest.
- 2. Work Completion/ Execution certificate.
- 3. CA Certified Copy of Work Order/Contract.
- 4. Audited Balance Sheet of preceding three financial years.
- 5. Form-1
- 6. Form-2 and Form-3
- 7. Form-4,5,6,7,8
- 8. Documents establishing the vehicle used in mentioned contract/work order.

Note:

In case of EOI having EOI submission date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

Procedure for submission of EOI

All filled and complete documents shall be sent on mail id: <u>iglcngonm@igl.co.in</u>, mentioning subject <u>EOI for MGVs</u>.

Note:- Bidder is required to submit bid through his/her own (unique) Email id otherwise the bid is liable for rejection. i.e. Bidder is allowed to quote only one bid from one email id.

Special Conditions of EOI

- The bidders should not be serving any banning orders issued by IGL, any government ministry / MOPNG / Delhi Government / Promoter / any government (national, state or local), PSU, PSU-JV and/or other government entities debarring them from carrying on business dealings with them.
- 2. Tender documents are non-transferable and the bidder to whom the documents is issued, should submit the bid in his/ her own name.
- 3. The bids received after bid due time/ date shall be rejected.
- 4. Purchaser will not be responsible for cost incurred in preparation and delivery of bids.

5. IGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

6. ELIGIBILITY OF BIDDERS-

- a. Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- b. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar works under this Invitation for Bids.
- c. The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser.
- d. The Bidder should not be on holiday list/ blacklisted by any government (national, state or local governments), PSU, PSU-JV, government ministry and/or other government entities from quoting.

7. COST OF BIDDING

The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

8. SINGLE POINT RESPONSIBILITIES

a. The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

9. NON-TRANSFERABILITY OF THE BID DOCUMENTS

a. Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.

10. SITE VISIT

- a. The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- b. The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

11. AMENDMENT OF BID DOCUMENTS

- a. At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.
- b. Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on the IGL's official website before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidder's query hosted on the above websites before submitting the bid.
- c. Bidders are advised to visit IGL's websites from time to time to get updated information/ documents.

- d. In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- e. The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

12. LANGUAGE OF BID

- a. The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- b. In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

13. FORMAT AND SIGNING OF BID

- a. All copies of the bid uploaded shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- b. Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- a. The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- b. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

15. CLARIFICATION OF BIDS

All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, Eligibility criteria and the tender specifications in toto failing which their bids are liable to be rejected.

16. CONTACTING THE PURCHASER

- a. From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.
- b. Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- c. Each Bidder should notify Purchaser of any error, fault, omission, or discrepancy found in this tender document, at-least two (02) days prior to bid submission date, itself detailed out in this document earlier.

17. OTHER CONDITIONS RELATED TO BID EVALUATION

- a. Canvassing in any form will make the bid liable for rejection.
- b. Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

c. Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation Criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.

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

Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Purchaser's action.

19. CORRUPT AND FRAUDULENT PRACTICES

a. The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- a. ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practise amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- b. Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;
- c. Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- d. The Bidder and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodging of responses.
- e. Also the Bidder and their representatives must not directly or indirectly attempt to unduly influence the outcome of the tender process.

20. INCOME TAX LIABILITY

The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

21. SINGLE POINT RESPONSIBILITIES

- a. The bidder shall submit bid on single point sole / prime bidder responsibility basis. No consortium / joint bid shall be accepted.
- b. The status of all the other bidder(s) / collaborator(s), if any, referred / identified by the bidder in their offer shall be that of bidder's sub-bidder / Contractor / sub-service provider.

22. SETTLEMENTS OF DISPUTES

- a. Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- b. Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.

- c. If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.
- d. The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.
- e. Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of IGL or of any other public sector entity or with regard to such persons holding shares in the Company.
- f. If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by IGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and IGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.
- g. The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- h. The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.
- i. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.

23. WHISTLE- BLOWER POLICY

Indraprastha Gas Limited (IGL) has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by SEBI (LODR) Regulations, 2015. With the implementation of vigil mechanism, the company provides a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimization.

The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company. The company has appointed an independent third party service provider to manage the operations of whistle-blower hotline.

Detailed Policy is available on IGL website: www.iglonline.net.

24. ONE BID PER BIDDER

- A. Each bidder shall submit only one bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.
- B. "More than one bid" means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply with this clause during tendering process will disqualify all such bidders from process of evaluation of Bids.

- C. Bidder is required to submit bid through his own (unique) Email ids otherwise the bid is liable for rejection. i.e. Bidder is allowed to quote only one bid from one email id.
- D. Alternative Bids shall not be considered.
- E. The provisions mentioned above at sub-clause point-a & point-b 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.

25. LATE BIDS

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Any bid received by the vendor after the deadline for submission of bids prescribed by the Owner/Consultant will be rejected.

Deadline for submission of Bids is 25th July, 2023 till 14:30 hrs.

FORMAT OF APPLICATION (ON COMPANY LETTERHEAD)

To,

Head (Marketing) Indraprastha gas Limited IGL Bhawan, Plot No. 4, Community Centre, RK Puram Sector-9, <u>NEW DELHI-110022</u> Phone No.; (+91) 11-46074607

Subject: Application of interest for transportation of Compressed Natural Gas through mobile cascades using MGVs (payload 6 ton).

We, M/s. ______, here by express our interest for transportation of Compressed Natural Gas through mobile cascades using MGVs (payload 6 ton or above) against EOI floated by Indraprastha Gas Limited dated_____. I/We have successfully executed transportation of Inflammable/Hazardous/Explosive material (by using vehicle having payload 6 ton or above) against work order no._____ dated _____ awarded by M/s. _____.

We hereby confirm that we have read the details of EIO available on your website and enclosing the following documents in line with your requirement:

1. Work Completion/Execution Certificate.

- 2. Copy of Contract/Work Order.
- 3. Document related to type of vehicle used against submitted work order/ contract.
- 4. Audited Balance sheet of preceding three financial years.

Sign and Stamp of Authorized Signatory of the Company Name: Mr. /Ms. _____ Designation: ______ E-mail id: ______ Contact Number: ______

Format of Work Completion/Execution Certificate

(ON COMPANY LETTERHEAD)

<u>Completion/Execution Certificate</u>

Name of Contractor:

Description of Work:

Contract No.:

Purchase Order No.:

Tender Document No.:

Contract Validity Period:

Awarded Value:

Completed/Executed Value:

Performance of Work:

Form 1 BIDDER'S GENERAL INFORMATION (Information must be provided on bidder's letterhead)

1	Г	0	

Bidder Name: 1-1 1-2 Number of Years in Operation: Address of Registered Office:_____ 1-3 City_____ District _____ State _____ PIN _____ 1-4 **Operation Address** (If different from above): _____ City_____ District _____ State _____ PIN _____ 1-5 Telephone Number: (Area Code) (Telephone Number)

1-6	Mobile Number, if any				
1-7	E-mail address:				
1-8	Website:				
1-9	Letter Number:	(Area Code)	(Telephone Number)		
1-10	ISO Certification, if any	{If yes, please furnish details}_			
1-11	Bank's Name :				
1-12	Bank's Branch :				
1-13	Branch Code :				
1-14	Bank account number :				
1-15	IFSC Code:				
1-16	MICR Code:				
1-17	7 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd :				
1-18	If others please specify				
1-19	9 Details of Directors/ Proprietors/ Partners				

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-20 PAN No.:

1-21 EPF No.:

1-22 GST Registration no. (If registered)

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

1-24 MSME category, if applicable

- a. Type of Enterprises.....
- b. Social Category of Enterprises.....
- c. Gender (Male/Female/Transgender/NA.....

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- The above required information is required on the bidder's letterhead.
 Bidders have to submit supporting documents for the above details inc
 - Bidders have to submit supporting documents for the above details including the following: a. PAN card copy
 - b. GST certificate copy (of the same state as the office address mentioned above).
 - c. Cancelled cheque of the bank account mentioned above

Form 2 CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR WORK/ SERVICES DONE DURING PAST 5 YEARS

(Applicable in all cases where bidder's accounts are audited by Statutory Auditor/ Chartered Engineer)

Sr. no.	Descriptio n of the goods/ works/ services	LOA/ PO/ WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer- in-charge(for cases other than purchase)	Value of Contrac t/ Order (Specify Currenc y amount)	Date of Comm enceme nt of work/ services or supply of goods	Schedule d completi on time(mo nths) delivery schedule	Date of actual complet ion/ supply	Reasons for delay in execution, if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Sign. Of authorized signatory of bidder]

Date:

Name:

Designation:

Instructions:

1. Copies of letter of awards/ order/ work orders and completion certificate (in case of works/services) or IRN/ Proof of delivery (in case of supplies, if applicable) to be enclosed.

Note: Completion certificate shall clearly mention the LOA/ PO/ WO no. along with the actual total executed value and date.

The contract / order copy must clearly specify the Scope of Work along with Technical Specifications executed (which should be as per IGL's current requirement)

- 2. The supply/ work/ services completed earlier than 5 years shall not be indicated here.
- 3. The list of supply/ work/ services not of similar nature shall not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
- 4. Bidders are expected to provide details in respect of each order in this Annexure. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the instructions below.
- 5. A separate sheet should be filled for each LOA/ work order/ purchase order.
- 6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/ Work Order/ Purchase Order mentioned above (separately for each orders)

It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

FORM 3 CERTIFICATE FROM THE STATUTORY AUDITOR/ chartered engineer REGARDING SUPPLY OF GOODS/WORKS/SERVICES

published information authenticated by it, {this is to certify
datedwas awarded to
ame of the bidder) by (Name of
(Name of the supply/ work/ service). The
(Date) was/ is likely to be completed on
it is certified that the total value of contract/order executed
Name of bidder) was
(Specify currency & amount) and executed value was
currency & amount).

Name of Audit Firm: Accountant: Chartered

Name:

Designation:

Seal:

Membership no.

[Signature of authorized signatory]

Date:

Form 4 CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

(For Supply of Goods/Works/Services)

ANNUALTURNOVEROFLAST 3 YEARS:

Year	Amount(Currency)
Year1: FY 2019-20	
Year2: FY 2020-21	
Year3: FY 2021-22	

FINANCIALDATAFORLASTAUDITEDFINANCIALYEAR:

Description	FY 2021-22
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets - current liabilities)	
 Net worth(Paid up share capital and free reserves & surplus) 	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Date:

Name:

Membership no.

Designation: Seal:

Instructions:

- 1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
- 3. For the purpose of this Tender document
 - (i) Annual Turnover shall be "Sale value/ Operating Income"
 - (ii) Working capital shall be "Current Assets less Current Liabilities" and
 - (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"
- 4. *Bidders whose accounts are not audited by auditors as per Law/ jurisdiction, certification from a Chartered Accountant to be submitted.

(SIGNATUREOF BIDDER WITH SEAL)

Form 5 DECLARATION

(On Bidder's letter head)

Indraprastha Gas Limited,

IGL Bhawan, 4 Community Centre,

Sector - IX, R.K.Puram,

New Delhi - 110022

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been banned or delisted by any government (national, state or local governments), PSU, PSU-JV, government ministry and/ or other government entities from quoting.

SEAL AND SIGNATURE OF BIDDER

Form 6 DECLARATION OF TENDER DOCUMENT PURCAHSED / DOWNLOADED (On Bidder's letter head)

No.

Date:

Indraprastha Gas Limited, IGL Bhawan, 4 Community Centre, Sector – IX, R. K. Puram, New Delhi – 110022

Sub: Bid Document for

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account. Also, no alterations have been made to the original tender document as provided by IGL.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Form-7 PRO FORMA FOR LETTER OF AUTHORITY

No.

Indraprastha Gas Limited,

IGL Bhawan, 4 Community Centre,

Sector – IX, R.K.Puram,

New Delhi - 110022

Sub: Bidding Document for

Sir,

We ______ hereby authorize following representative(s) to attend the Techno-commercial Bid opening and Priced Bid opening against above Bidding Document:

 1. Name & Designation ______
 Signature ______

 2. Name & Designation ______
 Signature ______

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Date:

Signature

Name & Designation

For and on behalf of

<u>Note</u>: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY

Form-8

DETAILS OF LITIGATION (ON BIDDER'S LETTER HEAD)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years, if any, in this Form.

COMPANY

SEAL OF THE