

**हर एक काम
देश के नाम**



GAIL INDIA LIMITED

**TENDER TENDER DOCUMENT FOR COATING REFURBISHMENT AND
ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO
GNFC PIPELINE**

VOLUME I OF II (COMMERCIAL)

**(BID DOCUMENT NO - 40/LEPL/GAIL/34-R0)
E-TENDER REF : 2022_GAIL_130117**

OPEN DOMESTIC COMPETITIVE BIDDING



**Project Management Consultant
Lyons Engineering Pvt. Ltd.**





INSTRUCTIONS TO BIDDERS



SECTION-I

INVITATION FOR BID (IFB)



INSTRUCTIONS TO BIDDERS



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: 2022_GAIL_130117

Date: 8.7.2023

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir/Madam,

1.0 **GAIL (India) Limitedn [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976]**, the largest state-owned natural gas processing and distribution company and the Maharatna, invites bids from bidders for the subject job/works, 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 | COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE | |
| (B) | TENDER NO. & DATE | 2022_GAIL_130117 | |
| (C) | TYPE OF BIDDING SYSTEM | SINGLE BID SYSTEM | <input type="checkbox"/> |
| | | TWO BID SYSTEM | <input checked="" type="checkbox"/> |
| (D) | TYPE OF TENDER | E-TENDER | <input checked="" type="checkbox"/> |
| | | MANUAL | <input type="checkbox"/> |
| (E) | COMPLETION/CONTRACT PERIOD | (i) Delivery/completion period for Section-A: Vaghodia - RIL Vadodara Line shall be 12 months from the date of Fax of Acceptance. (ii) Delivery/completion period for Section-B: GPU Gandhar DT - GNFC RT Line shall be 24 months from the date of Fax of Acceptance. | |



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| | | | |
|------|--|---|-------------------------------------|
| | | APPLICABLE | <input checked="" type="checkbox"/> |
| | | NOT APPLICABLE | <input type="checkbox"/> |
| (F) | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | Amount: (INR) For Section A : 4,96,531 For Section B : 15,00,000 For Section A + B : 20,00,000 | |
| (F1) | DECLARATION FOR BID SECURITY | MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A | |
| (G) | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | From 8.7.2023 (14 Hrs, IST) to 1.8.2023 (14 Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app [in case of e-Tendering] (iv) Government E-Market (Gem) Portal (v) PMC, if any: www.lyonsengineers.com | |
| (H) | DATE OF SITE VISIT | On 12.7.2023 at Vadodara Contact Person : GAIL : Mr. Chandan Kumar Singh Mobile : 9982099916 Lyons (PMC) : Mr. Tanuj K Rana Mobile : 9650899799 | |
| (H) | DATE, TIME & VENUE OF PRE-BID MEETING | Date : 17.7.2023 Time : 11.30 Hrs Venue : Video Conference Join Zoom Meeting https://us02web.zoom.us/j/85054717037?pwd=NnhaMFc1WGhzbTNIQWVIRjV1R2NidzO9 Meeting ID: 850 5471 7037 Passcode: 864799 | |
| (I) | DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE) | Date : 1.8.2023 Time : 14 Hrs | |
| (J) | DATE AND TIME OF UN-PRICED BID OPENING | Date : 2.8.2023 Time : 15 Hrs | |



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| | | |
|-----|---|--|
| (K) | CONTACT DETAILS OF TENDER DEALING OFFICER | Name : M. Girish Kumar Designation: GM (C&P) Phone No. & Extn :9654993340 Direct No.: e-mail : girish.kumar@lyonsengineers.com |
| (L) | DEALING GAIL'S OFFICE ADDRESS | GAIL (India) Ltd. Jubilee Towers, B-35 & 36, Sector -1 NOIDA – 202301 Uttar Pradesh |

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app>. 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) [Annexure-IV to Section-III):-
- i) EMD/Bid Security/Declaration for Bid Security (as applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
 - iv) Letter of Credit in Original (if applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the



INSTRUCTIONS TO BIDDERS



website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

- 10.0 All 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 date of receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of
GAIL (India) Limited

(Authorized Signatory)

Name : M. Girish Kumar

Designation : GM (C&P)

E-mail ID : girish.kumar@lyonsengineers.com

Contact No. : 9654993340



INSTRUCTIONS TO BIDDERS



DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : **2022_GAIL_130117**

Description : COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Due Date& Time : **1.8.2023 at 14 Hrs**

From: **To:**

| | |
|-------|-------------------------------------|
| | Head (C&P) |
| | Lyons Engineering Pvt. Ltd. |
| | C-35, Lajpat Nagar Part – I, |
| | New Delhi : 110024 |

(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 & EVALUATION METHODOLOGY



INSTRUCTIONS TO BIDDERS



1.1 Technical Criteria

- 1.1.1. Bidder should have successfully completed/executed oil/gas pipeline job involving coating refurbishment or laying works of buried hydrocarbon pipeline of minimum 12" diameter and of minimum length as defined below during preceding 07 years reckoned from the final bid due date as under:-

| Option | No. of Contract(s) | Minimum Length requirement in a contract (Kms.) for qualification | | |
|--------|--------------------|---|--|--|
| | | Section-A: Vaghodia - RIL Vadodara Line | Section-B: GPU Gandhar DT - GNFC RT Line | Section-A: Vaghodia - RIL Vadodara Line and Section-B: GPU Gandhar DT - GNFC RT Line |
| 1. | 1 | 6.4 Km | 23.6 Km | 30.0 Km |
| 2. | 2 | 4.0 Km | 14.8 Km | 18.8 Km |
| 3. | 3 | 3.2 Km | 11.8 Km | 15.0 Km |

Note: Bidder can claim experience towards above BEC by submitting number of contract(s) as mentioned against any of the option.

Note(s) to Technical BEC:

- (i) 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.
- (ii) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (iii) In case more than one contract is emanating against one tender, all such individual contracts are to be considered as a single contract for the evaluation of credentials of a bidder for meeting their experience criteria.
- (iv) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.



INSTRUCTIONS TO BIDDERS



- (v) Bids from Consortium/Joint bids/multiple bids/alternative bids shall not be accepted in the instant tender.

However, in case the bidder has an experience as a consortium member and such member has executed earlier a job within its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. 3.1.1. will be considered. Documentary evidence as stipulated in the bidding document is to be submitted to establish such experience.

- (vi) **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.

- a. An Agreement (as per format enclosed at Appendix 1 to section II between the bidder and the supporting company).
- b. Guarantee (as per format enclosed at Format Appendix 2 to Section II by the supporting company to GAIL for fulfilling the obligation under the Agreement).
- c. Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Format Appendix 3 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.



INSTRUCTIONS TO BIDDERS



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

- d. 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 GAIL due to non-performance of the bidding company.

Notes:

1. In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
2. The Financial BEC of tender is to be met by bidder on their own.
3. The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no.2.0 of Section-III (ITB).
4. The clause 8 as below shall be applicable to above supporting company also.

1.2 **FINANCIAL CRITERIA**

1.2.1 **Average Annual turnover**

The minimum average annual turnover (i.e. Revenue from Operations) of the bidder as per their audited financial statement during the three* immediate preceding financial years shall be as mentioned below:

| Average Annual Turnover Requirement | Amount (INR) |
|--|---------------------|
| For qualifying in Section-A: Vaghodia - RIL Vadodara Line | 1.46 Crore |
| For qualifying in Section-B: GPU Gandhar DT - GNFC RT Line | 2.64 Crore |
| For qualifying in both Section-A: Vaghodia – RIL Vadodara and Section-B: GPU Gandhar DT - GNFC RT Line | 4.10 Crore |

(*) In case the date of constitution/incorporation of the bidder is less than 3 years old, the average annual 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.

1.2.2 **Net Worth**

Net worth of the bidder should be positive as per the last audited financial year. For the purpose of net worth for this tender, the same shall be as defined in Format F-10.

1.2.3 **Working Capital**

The minimum working capital of the bidder as per the last audited financial year shall be as mentioned below:

| Working Capital | Amount (INR) |
|---|---------------------|
| For qualifying in Section-A: Vaghodia - RIL Vadodara Line | 0.29 Crore |



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| | |
|--|------------|
| For qualifying in Section-B: GPU Gandhar DT - GNFC RT Line | 0.53 Crore |
| For qualifying in both Section-A: Vaghodia - RIL Vadodara and Section-B: GPU Gandhar DT - GNFC RT Line | 0.82 Crore |

Note to 1.2:

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

The Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be acceptable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

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

- (ii) Average Annual Turnover: Preceding 03 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

Further, bidders may submit format F-10 accordingly.

- (iii) Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial year (as mentioned above) along with format F-10 accordingly for Net-worth / Working Capital.
- (iv) Formula for Calculation of Annual Turnover, Net Worth and Working Capital are available in Format F-10.
- (v) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

- 2 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:



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- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- (b) **BEC (Financial Criteria):**
- (i) **For Annual Turnover:**
- The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
- (ii) **For Net-Worth & Working Capital:**
- The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.
- (c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
<https://www.xe.com/currencyconverter>
<https://economictimes.indiatimes.com/markets/forex/currency-converter>
<https://www.oanda.com/currency/converter>

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.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GAIL for evaluation of Bid.

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

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.



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3 Documents required for compliance to BEC:

| BEC Clause no. | Description | Documents required for qualification |
|--------------------------|---|---|
| 1.1 | Documents Required-Technical Criteria | |
| 1.1.1 | Experience criteria | <p>(a) Detailed work order along with Schedule of Rates.</p> <p>(b) (i) Document required for Experience in involving coating refurbishment</p> <p>Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p>In case the work of submitted Work Order is not completed, such bid is also acceptable subject to submission of Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria, i.e. coating and wrapping of pipeline (Removing old coat & wrap, Surface preparation, Applying liquid adhesive primer at surface, Applying 3ply tape inner layer and 2ply tape outer layer.) and referred work has been completed</p> <p>(ii) Document required for Experience in laying of buried hydrocarbon pipeline</p> <p>Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p>In case the work of submitted Work Order is not completed, such bid is also acceptable subject to submission of Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria, provided that the asset for which the said execution certificate has been issued is ready for commercial use i.e. testing (hydro-testing of mainline, dewatering and swabbing) of the referred pipeline(s) has been completed.</p> <p>Note: The completion certificates / execution certificate shall have details like work order no.; date, brief scope of work, completion date / date of execution certificate etc.</p> |
| Note(s) to Cl. No. 1.1.1 | Jobs executed for Subsidiary/ Fellow subsidiary / | Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary / Holding company |



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| BEC Clause no. | Description | Documents required for qualification |
|----------------|---------------------------------------|---|
| | Holding company | |
| 1.2 | Documents Required-Financial Criteria | |
| 1.2 | BEC (Financial) | A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document. |
| 1.2.1 | Average Annual Turn-over | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account statements] along with Audit Report of three (3) preceding Financial Year(s). |
| 1.2.2 | Net Worth | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Accounts statements] along with Audit Report of last Financial Year. |
| 1.2.3 | Working Capital | <p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Accounts statement] along with Audit Report of the last audited Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.</p> <p>Declaration Letter/Certificate for line of credit due to shortfall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.</p> <p>The bank shall be required to issue the letter for declaration/certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.</p> <p>The bidder must submit the original certificate of line of credit within 07 days of final bid due date (ref. clause no. 4.0 of IFB), failing which bid shall not be evaluated further.</p> |



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4.0 Authentication of documents to be submitted in support of BEC:

(i) Technical Criteria of BEC:

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

(ii) Financial Criteria of BEC:

Bidder shall submit "Details of Financial Capability of the bidder in prescribed format (Format F-10), duly signed and stamped by a Chartered Accountant. Further a copy of Audited Financial Statement submitted in bid shall be duly certified/attested by Notary Public with legible stamp.

5.0 EVALUATION AND COMPARISON OF BIDS

(i) Evaluation and award will be done on Section wise L1 basis.

(ii) In case a Bidder happens to be the lowest (L1) Bidder for both sections, but qualifies against any one section, then order shall be finalized on "Least cost to GAIL" basis.

(iii) To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under:

- a. Total quoted price against each section, including all taxes & duties including GST for entire scope of work, after arithmetic check.
- b. Purchase Preference policies shall be applicable as per Government Guideline in vogue.

6.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME – NOT APPLICABLE

7.0 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.

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



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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 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;



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- 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 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.)



INSTRUCTIONS TO BIDDERS



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.

11. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]

9.0 RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

1. Offers from the following type of bidders will not be considered:
 - I) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - II) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
2. It will be responsibility of the bidder/contractor/vendor to inform GAIL/ PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudating Authority Namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) or any other similar authority under the Code.
3. If bidder fails to share the information regarding their status of insolvency



INSTRUCTIONS TO BIDDERS



resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by GAIL/ LYONS.

GAIL/ LYONS reserve the right to cancel / terminate the contract without any liability on the part of GAIL/ LYONS immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceedings of any party under the contract. A declaration in this regard shall be furnished by the bidder as per proforma Form F-19 attached in Forms and Formats Section.



INSTRUCTIONS TO BIDDERS



Form-I A to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir

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

- (i) Not from such a country []
- (ii) If from such a country, has been registered with the Competent Authority. []

(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



INSTRUCTIONS TO BIDDERS



Form-I-B to Section II

UNDERTAKING ON LETTERHEAD (Applicable in case of Transfer of Technology cases only)

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

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 (✓) above).

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



INSTRUCTIONS TO BIDDERS



Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; 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 (✓) above).

We further certify that bidder M/s _____ (***Name of Bidder***) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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:



INSTRUCTIONS TO BIDDERS



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. GAIL (India) Limited (hereinafter referred to as GAIL) 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 GAIL for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL 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 GAIL.
- 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 GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL 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 GAIL for the performance of works during contract period



INSTRUCTIONS TO BIDDERS



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)



INSTRUCTIONS TO BIDDERS



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 GAIL(India) Limited, a company duly registered under the law of India having its Registered Office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066, India, and having Purchase center at hereinafter called “GAIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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 GAIL at any stage.

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL 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



INSTRUCTIONS TO BIDDERS



- Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
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 GAIL 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 GAIL 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 GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
 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 GAIL.
 7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL 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 New Delhi, 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 GAIL, 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 GAIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL 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 GAIL, 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



INSTRUCTIONS TO BIDDERS



guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



INSTRUCTIONS TO BIDDERS



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 alongwith the Guarantee.



INSTRUCTIONS TO BIDDERS



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, M/s GAIL (India) 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 GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" 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 GAIL and the SUPPLIER and GAIL having agreed that the 'SUPPORTING COMPANY' shall furnish to GAIL 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 GAIL on the Bank by serving a written notice shall



INSTRUCTIONS TO BIDDERS



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 GAIL 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 GAIL 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 GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL 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 GAIL 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 GAIL or any indulgence by GAIL 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 GAIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GAIL 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 GAIL 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:
 12.
 - 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
 13.
 - 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 GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



INSTRUCTIONS TO BIDDERS



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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

Bank

E-mail :

Telephone/Mobile No. :

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 Delhi.
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 (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 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.



INSTRUCTIONS TO BIDDERS



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 | LOA / PO NO. | : | | | | |
| 5 | NATURE OF BANK GUARANTEE | : | | | | |
| | (Please Tick (√) Whichever is Applicable | | PERFORMANC E BANK GUARANTEE | SECURIT Y DEPOSIT | EM D | ADVANC E |
| 6 | BG ISSUED BANK DETAILS | | | | | |
| (A) | | EMAIL ID | : | | | |
| (B) | | ADDRESS | : | | | |
| | (C) | PHONE NO | : | | | |



SECTION-III

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



INSTRUCTIONS TO BIDDERS



SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS



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2017



INSTRUCTIONS TO BIDDERS



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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/GAIL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services 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' & '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' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. 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 GAIL or the Ministry of Petroleum and Natural Gas.
If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.
It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.
It shall be the sole responsibility of the bidder to inform GAIL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.



INSTRUCTIONS TO BIDDERS



- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

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

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

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

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

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

3 **BIDS FROM "CONSORTIUM"** (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)-NOT APPLICABLE

- 3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).
- 3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied



INSTRUCTIONS TO BIDDERS



- with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.
- 3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

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

- 4.3 Alternative Bids shall not be considered.



INSTRUCTIONS TO BIDDERS



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

5 COST OF BIDDING

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

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GAIL 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 and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

Volume I of II : Commercial

- Section-I : Invitation for Bid [IFB]*
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Schedule of Rates

Volume II of II : Technical

- Section-VII : Specifications, Scope of Work and Drawing

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

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



INSTRUCTIONS TO BIDDERS



*** General Conditions of Contract – Works is available on GAIL's Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>). Further, Hindi version of GCC is available on the GAIL's tender website for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing by email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / 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', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any 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 corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL 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 same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.



INSTRUCTIONS TO BIDDERS



11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format .
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
- (k) Undertaking as per *Form-1 to Annexure-V to Section-III* by MSE bidders and Class-I Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable-
- (l) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III* (**Applicable for all bidders irrespective of seeking purchase preference or not**).
- (m) Undertaking as per *Form-1 to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-14'
- (p) 'Indemnity Bond' as per 'Form F-15'
- (q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Any other information/details required as per Bidding Document

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



INSTRUCTIONS TO BIDDERS



11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of 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.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

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

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-tender portal and 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 e-tender portal (<https://etenders.gov.in/eprocure/app>) as follows:-

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

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

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



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11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.
- Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of



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- challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Contractor shall be put under Holiday list of GAIL 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 GAIL.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Contractor 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 GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Contractor'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 GAIL 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 GAIL's account.
- Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 13.5 Where GAIL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/GAIL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/regulation of GST to enable Owner/GAIL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where GAIL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 GAIL 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. their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GAIL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be



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considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document..

- 13.8 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR. Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL 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 GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Contractor / Supplier.
- 13.9 Contractor 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 GAIL 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 Contractor with requisite details. If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL 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 GAIL in future to the Contractor under this contract or under any other contract.
- 13.10 **Anti-profiteering clause**
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor may note the above and quote their prices accordingly.
- 13.11 In case the GST rating of contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work, then GAIL shall not be obligated or liable to pay or reimburse GST to such c and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.
- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.13 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids. In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:
- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
 - In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, GAIL shall place orders.



INSTRUCTIONS TO BIDDERS



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

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

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-17 along with documents for release of payment.

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

13.17 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 GAIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL.

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 GAIL 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 email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.



INSTRUCTIONS TO BIDDERS



16 EARNEST MONEY DEPOSIT

- 16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **GAIL (India) Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee/ E-Bank Guarantee**' strictly as per the format given in form F 2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee/E Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.
Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 16.3 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GAIL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:
 - to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"



INSTRUCTIONS TO BIDDERS



- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract."
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A **DECLARATION FOR BID SECURITY**

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 **PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an 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 unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed 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 "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of



INSTRUCTIONS TO BIDDERS



each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL'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.

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) Firm Price
- (b) Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if 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

GAIL (India) Limited has initiated payments to Contractors electronically, and to facilitate the payments electronically through 'e-banking'.

[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



INSTRUCTIONS TO BIDDERS



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 / REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD 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 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In which case all rights and obligations of GAIL 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 e-tender portal / 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 GePNIC 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 GAIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

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



INSTRUCTIONS TO BIDDERS



- 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 superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB invocation of action as per Bid Security declaration and rejection of Bid.
- 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 GAIL 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 GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL 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 upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GAIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- Only a bidder who has participated in tender can make such representation
 - 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 GAIL shall not be subject to review:
- Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of bidders in the procurement process;
 - The decision to enter into negotiations with the L1 bidder;
 - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - 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
 - Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

- 26.1 ***Unpriced Bid Opening :***



INSTRUCTIONS TO BIDDERS



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

26.2 ***Priced Bid Opening:***

26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 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.

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 GAIL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GAIL 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 GAIL'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 employer's's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"



INSTRUCTIONS TO BIDDERS



- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document 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
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GAIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.



INSTRUCTIONS TO BIDDERS



- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct
- (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The 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 the EMD shall be forfeited / 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 bidding documents on lowest bid.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 COMPENSATION FOR EXTENDED STAY- NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

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



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[F] – AWARD OF CONTRACT

35 AWARD

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

“GAIL intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants 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”.

GAIL 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 GAIL 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 GAIL and successful Bidder (i.e. Contractor). 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. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16"
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 GAIL 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 GAIL.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' (in case the individual contract value as specified in Notification of Award is more than INR 10 Lakhs exclusive of GST) in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/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 Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall



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constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.

- 37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. 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 GAIL, 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 or Insurance SuretyBond or Fixed Deposit Receipt or Bank Guarantee / E 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).
- 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)**. Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.
- 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 GAIL'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. _____ (contractor 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.



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- 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 GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.
- 38.8 The Contractor will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.12 In case, GAIL 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 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."

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.
- 39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)
- 39.3 Name and contact details of nodal officer- Refer BDS for details

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 Contractors / 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 GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Contractors/Bidders.

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Limited, such decision of GAIL (India) Limited shall be final and binding on such Contractor/ 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 - NOT APPLICABLE

- 40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:
- Issue of tender document to MSEs free of cost.



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- ii) Exemption to MSEs from payment of EMD/Bid Security.

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

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

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

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

The above 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 GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.2 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 benefit 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.

- 40.6 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDS (Invoicemart), Mumbai



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MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB 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 file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

Accordingly, contractor 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 contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of contractor shall be processed only after fulfilment of above requirement



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44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GAIL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

In case issue is not resolved by above, Supplier may submit their issue(s) to Vendor Grievance Portal "Samadhan", which will be addressed by GAIL within 15 days. The Samadhan Portal is available at <https://gailebank.gail.co.in/grievance/welcome.aspx>.

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor/Supplier shall be as under:

- (i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-"Samadhan".
- (iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times to vendor.
- (iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per clause no. 44.1, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL's web site i.e www.gailonline.com.

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 GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.



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2.0 ARBITRATION

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

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, GAIL 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 GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL 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 New Delhi, 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 New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under



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- investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL 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 New Delhi.

3. 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 New Delhi 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.

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.



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MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GAIL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

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

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

49. PROVISIONS FOR 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) – NOT APPLICABLE

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.

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

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

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

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

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL 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 GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of



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service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the service provider under this contract or under any other contract.

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. ANJANI PORTAL

GAIL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction. Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmlogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable. Further, User Manual is also available on aforesaid portal.

53. DOCUMENTS FOR PAYMENT:

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

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

Further, GAIL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Contractor/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

54. ORDER TRANSMITTAL SYSTEM:

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx.

Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign



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the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.

55. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of GAIL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

56. Vendor Invoice Management (VIM)

GAIL is implementing Vendor Invoice Management (VIM) system titled as 'SARATHI' for automation, digitization & centralization of Account Payable process w.e.f. 01.04.2023.

After implementation, Supplier/ Contractor/Service Provide/ Consultant is required to upload digital invoice on 'Sparsh' portal. The system optimizes and simplifies the process of receiving, managing, monitoring and forwarding invoices for payment process. The link of 'Sparsh' portal is as under:

<https://sparsh.gail.co.in/flipper/#/login>

The 'Help Manual' hyperlink to access the detailed User Manual, Demo Videos, FAQ's and other relevant information is available on 'Sparsh' portal.

Only digital invoice is to be uploaded on 'Sparsh' portal and all other supporting documents along with copy of invoice are to submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA).



INSTRUCTIONS TO BIDDERS



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:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, 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



INSTRUCTIONS TO BIDDERS



matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL'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 GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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



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During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, GAIL'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 GAIL 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 GAIL 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 GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category. | 06 Months |
| 2 | Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices | 01 year |
| 2.1 | If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity | 2 years (in addition to the period already served) |



INSTRUCTIONS TO BIDDERS



| | | |
|---|---|---------|
| 3 | Indulged in unauthorized disposal of materials provided by GAIL | 2 years |
| 4 | If act of vendor/ contractor is a threat to the National Security | 2 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. . In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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



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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 GAIL.

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) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL 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 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



INSTRUCTIONS TO BIDDERS



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 GAIL 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.
- 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:



INSTRUCTIONS TO BIDDERS



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 GAIL.

- 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 valuated items (PO with material code ending with 9).

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

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

5.1 FOR PROJECTS

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



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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) First Instance: Holiday (Red Card) for One Year
 - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

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

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to 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



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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 shall be initiated by EIC:

| 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 One Year
 - (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



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obtained against Quality parameter is more than 20):

- (a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to 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 Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES 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.



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

7.0 EFFECT OF HOLIDAY

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall 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 party shall be returned; the offer of the party 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 GAIL 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. 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



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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, GAIL 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 GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL 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 GAIL.

Annexure-1

GAIL (India) Limited
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.



INSTRUCTIONS TO BIDDERS



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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

| | | |
|-----|----------------------------------|----|
| 1.1 | DELIVERY/ COMPLETION PERFORMANCE | 40 |
|-----|----------------------------------|----|

Marks

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

| | | |
|-----|---------------------|----------|
| 1.2 | QUALITY PERFORMANCE | 40 Marks |
|-----|---------------------|----------|

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

| | | |
|----------------------|--------------------------|----|
| i) Rejection/Defects | Marks to be allocated on | 10 |
|----------------------|--------------------------|----|

marks

prorata basis for acceptable
quantity as compared to total
quantity for normal cases

| | | |
|-----------------------------|--------------------------|--|
| ii) When quality 0 marks | Failure of severe nature | |
|-----------------------------|--------------------------|--|

marks

| | | |
|------------------|-------------------|---|
| failure endanger | - Moderate nature | 5 |
|------------------|-------------------|---|



INSTRUCTIONS TO BIDDERS



| | | | |
|-------|---|--------------------------|-------------|
| | system integration and safety of the system | - low severe nature | 10-25 marks |
| marks | iii) Number of | 1. No deviation | 5 |
| marks | deviations | 2. No. of deviations < 2 | 2 |
| marks | | 3. No. of deviations > 2 | 0 |

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 |

Annexure-2



INSTRUCTIONS TO BIDDERS



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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40
Marks

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



INSTRUCTIONS TO BIDDERS



| | | |
|-------------------|--------------------|----|
| 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

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

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 | 4 marks |



INSTRUCTIONS TO BIDDERS



| | | |
|------|---|---------|
| | Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs | |
| 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 |



INSTRUCTIONS TO BIDDERS



FAnnexure-III to Section-III

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

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) is available on <https://gaitenders.in/Gaitenders/Home.asp> as detailed below

ACTIVE TENDERS ▾ TENDERS SEARCH ▾ CORRIGENDUM TENDER AWARDED

GAIL Tenders "Think Digital, Be Digital"
The GAIL Tenders Information System

WELCOME ! TO GAIL TENDER WEBSITE

Friday, November 11, 2022 Tender Search E-Tenders

Tender Statistics Tender(s): 83 Corrigendum(s): 28

Today's Statistics Tender(s): 0 Corrigendum(s): 1

Click here to Login for uploading Tenders / Corrigendum (Only For GAIL Users)

Annual Procurement Plan

DETAILS OF PRE-TENDER CONFERENCE Authentication of BEC Documents

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

ACTIVE TENDERS
Tenders which are currently active and for which the last date is near future. You can choose from the tenders whose last date is due

- ★ Today
- ★ Next Week
- ★ Next Fortnight
- ★ All Active Tenders

TENDERS BY CLASSIFICATIONS
Tender notifications by the Tender Category

- ★ Purchase
- ★ Empanelment
- ★ Auction
- ★ Work contract
- ★ Service Contract
- ★ Sell/Dispose
- ★ Consultancy
- ★ EOI (Expression of Interest)

TENDER SEARCH

- ★ Location
- ★ Category

Corrigendum
Tender notifications for which corrigendum has been issued

General Conditions of Contracts (GCCs) | Corporate Website | Corporate Intranet | Corporate Email Archived PTC

Reverse Auction Training Videos

GAIL (India) Limited



INSTRUCTIONS TO BIDDERS



ANNEXURE-I to Section-IV

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| A. GENERAL | | | | | | | | | |
|----------------------------|--|------------|--------------------------|----------------|-------------------------------------|----------------------------|---------------------------------|---------|------------|
| ITB clause | Description | | | | | | | | |
| 1.1 | The Employer/Owner is: GAIL (India) Limited | | | | | | | | |
| 2.1 | The name of the Works/Services to be performed is: SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE | | | | | | | | |
| 3 | BIDS FROM CONSORTIUM/JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| APPLICABLE | <input type="checkbox"/> | | | | | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | | | | | |
| B. BIDDING DOCUMENT | | | | | | | | | |
| ITB clause | Description | | | | | | | | |
| 8.1 | For clarification purposes only, the communication address is: Girish.kumar@lyonsengineers.com | | | | | | | | |
| C. PREPARATION OF BIDS | | | | | | | | | |
| ITB clause | Description | | | | | | | | |
| 11.1.1 (u) | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers <u>NIL</u> | | | | | | | | |
| 12 | Additional Provision for Schedule of Rate/ Bid Price are as under: <u>NIL</u> | | | | | | | | |
| 12 & 13 | Whether GAIL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td> <td>GAIL (India) Limited Gujarat</td> </tr> <tr> <td>PAN No.</td> <td>AAACG1209J</td> </tr> </table> | YES | <input type="checkbox"/> | NO | <input checked="" type="checkbox"/> | Services to be rendered at | GAIL (India) Limited Gujarat | PAN No. | AAACG1209J |
| YES | <input type="checkbox"/> | | | | | | | | |
| NO | <input checked="" type="checkbox"/> | | | | | | | | |
| Services to be rendered at | GAIL (India) Limited Gujarat | | | | | | | | |
| PAN No. | AAACG1209J | | | | | | | | |



INSTRUCTIONS TO BIDDERS



| | | | | | | | | | | |
|----------------------|--|--|-----------|----------------------|---------|------------|---------|--|-------------------|--|
| | <p>GST no.</p> <p>GAIL Bank details</p> | <p>Details of Buyer:</p> <table border="1"><tr><td>Consignee</td><td>GAIL (India) Limited</td></tr><tr><td>PAN No.</td><td>AAACG1209J</td></tr><tr><td>GST no.</td><td></td></tr><tr><td>GAIL Bank details</td><td>GAIL (India) Limited Bank A/C No- 32849362991 Bank Name-STATE BANK OF INDIA BankAddress: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE:110002562</td></tr></table> | Consignee | GAIL (India) Limited | PAN No. | AAACG1209J | GST no. | | GAIL Bank details | GAIL (India) Limited Bank A/C No- 32849362991 Bank Name-STATE BANK OF INDIA BankAddress: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE:110002562 |
| Consignee | GAIL (India) Limited | | | | | | | | | |
| PAN No. | AAACG1209J | | | | | | | | | |
| GST no. | | | | | | | | | | |
| GAIL Bank details | GAIL (India) Limited Bank A/C No- 32849362991 Bank Name-STATE BANK OF INDIA BankAddress: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE:110002562 | | | | | | | | | |
| 14 | The currency of the Bid shall be INR | | | | | | | | | |
| 15 | The bid validity period shall be 3 from final 'Bid Due Date'. | | | | | | | | | |
| 16.1, 16.10 and 38.6 | <p>In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of GAIL (India) Limited, payable at Noida for EMD and for Contract Performance Security at Vadodara.</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL's Bank account are as under:</p> <p>1. For Earnest Money Deposit/Bid Security Bank Account details:</p> <p>GAIL (India) Limited Bank A/C No- 32849362991 Bank Name-STATE BANK OF INDIA BankAddress:CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</p> <p>IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE:110002562</p> <p>2. For Contract Performance Security State Bank of India Branch : Alakapuri, Vadodara A/C No : 00000032777240215 IFSC Code : SBIN0003321</p> | | | | | | | | | |



INSTRUCTIONS TO BIDDERS



MICR Code : 390002014
TYPE: OD

Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in GAIL's Bank Account.

D. SUBMISSION AND OPENING OF BIDS

| ITB clause | Description |
|-------------------------|--|
| 18 | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering. |
| 22.3, 26 and 4.0 of IFB | For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is : Attention: <u>M. Girish Kumar</u> <u>Lyons Engineering Pvt. Ltd.</u> <u>C-35, Lajpat Nagar Part I</u> <u>New Delhi</u> |

E. EVALUATION, AND COMPARISON OF BIDS

| ITB clause | Description | | | | |
|----------------|--|------------|--------------------------|----------------|-------------------------------------|
| 32 | Evaluation Methodology is mentioned in Section-II. | | | | |
| 33 | Compensation for Extended Stay: <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| 34 | The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 | | | | |

F. AWARD OF CONTRACT

| ITB clause | Description | | | | |
|----------------|--|------------|-------------------------------------|----------------|--------------------------|
| 37 | State of India of which stamp paper is required for Contract Agreement: | | | | |
| 38 | Contract Performance Security/ Security Deposit <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> SD/CPBG @ 10% of Total Order/ Contract Value within 30 days of FOA/ notification of award. OR Initial Security Deposit (ISD) @ 5% of Total Contract Value within 30 days of FOA/notification of award and deduction @ 10% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value. | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |



INSTRUCTIONS TO BIDDERS



| | | | | | |
|-------------------------------|--|------------|-------------------------------------|----------------|-------------------------------------|
| 39.2 | Name and contact details of nodal officer are as under: SK. Gupta (CGM – C&P) Gail (India) Ltd. Sk.gupta@gail.co.in | | | | |
| 41 | Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| 44.1 | Quarterly Closure of Contract <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| Clause no. 27.3 of GCC | Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| 49 | Applicability of provisions relating to Startups: <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| 53 | Applicability of provisions relating to Order Transmittal System: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| SCC | Documents required for accepting the Works: Refer Annexure V to SCC | | | | |



INSTRUCTIONS TO BIDDERS



ANNEXURE-V TO SECTION-III

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

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.

3.0 DEFINITIONS:-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means GAIL (India) Limited (GAIL)

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

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**



INSTRUCTIONS TO BIDDERS



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

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.



INSTRUCTIONS TO BIDDERS



- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- 7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. 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.



INSTRUCTIONS TO BIDDERS



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

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

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

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

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)
L3 bidder is MSE bidder (prices within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
L3 bidder is MSE bidder (within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder 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.



INSTRUCTIONS TO BIDDERS



- (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. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- 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 GAIL. 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, GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;



INSTRUCTIONS TO BIDDERS



- 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.



INSTRUCTIONS TO BIDDERS



FORM-1

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

NOT APPLICABLE



INSTRUCTIONS TO BIDDERS



FORM-2

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

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



INSTRUCTIONS TO BIDDERS



FORM-3

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT
OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITION**

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir

"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s. _____ (**Name of the bidder**) is

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (**Name of Bidder**) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



INSTRUCTIONS TO BIDDERS



FORMS & FORMAT



INSTRUCTIONS TO BIDDERS



LIST OF FORMS & FORMAT

| Form No. | Description |
|----------|---|
| F-1 | BIDDER'S GENERAL INFORMATION |
| F-2 | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY " |
| F-2A | PROFORMA OF DECLARATION FOR BID SECURITY |
| F-3 | LETTER OF AUTHORITY |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5 | AGREED TERMS & CONDITIONS |
| F-6 | ACKNOWLEDGEMENT CUM CONSENT LETTER |
| F-7 | BIDDER'S EXPERIENCE |
| F-8 | CHECK LIST |
| F-8B | CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS |
| F-9 | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE |
| F-10 | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-11 | FORMAT FOR CONSORTIUM/JV AGREEMENT |
| F-12 | BIDDER'S QUERIES FOR PRE BID MEETING |
| F-13 | E-BANKING FORMAT |
| F-14 | INTEGRITY PACT |
| F-15 | INDEMNITY BOND-NOT APPLICABLE |
| F-16 | FREQUENTLY ASKED QUESTIONS (FAQs) |
| F-17 | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) |
| F-18 | FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT |
| F-19 | DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 |



INSTRUCTIONS TO BIDDERS



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

| | | |
|----|--|---|
| 1 | Bidder Name | M/s..... |
| 2 | Status of Firm | Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) 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 Section-III of Tender Document] | |
| 3b | Name of Power of Attorney holders of bidder | |
| 4 | Number of Years in Operation | |
| 5 | Address of Registered Office: | City: District: State: PIN/ZIP: |
| 6 | Bidder's address where order/contract is to be placed | City: District: State: PIN/ZIP: |
| 7 | Office responsible for executing the contract with GST no. * (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided). | City: District: State: PIN/ZIP: GST No.: |
| 8 | Telephone Number/ Mobile no. of address where order is to be placed | (Country Code) (Area Code) (Telephone No.) |
| 9 | E-mail address | |
| 10 | Website | |
| 11 | Mobile Number: | |



INSTRUCTIONS TO BIDDERS



| | | |
|----|--|--|
| 12 | ISO Certification, if any | {If yes, please furnish details} |
| 13 | PAN No. | |
| 14 | GST No. (refer sl. no. 7 above) | |
| 15 | EPF Registration No. | |
| 16 | ESI code No. | |
| 17 | Whether Micro or Small Enterprise | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether MSE is owned by SC/ST Entrepreneur(s) | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether MSE is owned by Women | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether payment is required through TReDS | Yes / No <i>If Yes, please provide the name of portal</i> |
| 18 | Whether Bidder is Startups or not | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)</i> |
| | 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: * GAIL intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to be supplied from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



INSTRUCTIONS TO BIDDERS



FORMAT F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

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

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

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

Notwithstanding anything contained herein:

9.

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and



INSTRUCTIONS TO BIDDERS



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 GAIL 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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB:Clause-16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma provided below.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence or in the Bank Guarantee itself.



INSTRUCTIONS TO BIDDERS



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 | TENDER NO | : | | | | |
| 5 | NATURE OF BANK GUARANTEE | : | | | | |
| | (Please Tick (√) Whichever is Applicable) | | PERFORMANC E BANK GUARANTEE | SECURIT Y DEPOSIT | EM D | ADVANC E |
| 6 | BG ISSUED BANK DETAILS | | | | | |
| (A) | | EMAIL ID | : | | | |
| (B) | | ADDRESS | : | | | |
| | (C) | PHONE NO | : | | | |



INSTRUCTIONS TO BIDDERS



FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir

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

We, M/s _____ (**Name of 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 GAIL in this regard), 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 GAIL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



INSTRUCTIONS TO BIDDERS



F-3 LETTER OF AUTHORITY

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

Ref:
To,

Date:

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

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

Place:
Date:

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

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.



INSTRUCTIONS TO BIDDERS



F-4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide LOA /FOA No. _____ dated _____ for GAIL (India) Limited having registered office at 16, Bhikaji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, 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 GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is



INSTRUCTIONS TO BIDDERS



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 contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the contractor is unable to complete the 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 contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 11.
 - 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
 12.
 - 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 GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



INSTRUCTIONS TO BIDDERS



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 alongwith documentary evidence OR in the Bank Guarantee itself.
5. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security



INSTRUCTIONS TO BIDDERS



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 | | PERFORMANC E BANK GUARANTEE | SECURIT Y DEPOSIT | EM D | ADVANC E |
| 6 | BG ISSUED BANK DETAILS | | | | | |
| (A) | | EMAIL ID | : | | | |
| (B) | | ADDRESS | : | | | |
| (C) | PHONE NO | : | | | | |



INSTRUCTIONS TO BIDDERS



F-5

AGREED TERMS & CONDITIONS

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

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

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|--|
| 1 | Bidder's name, Vendor Code of GAIL (if any) and address (FOA/Order shall be released in this name) | Bidder's name : GAIL's Vendor Code: 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 GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid. | |
| 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 | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid | |
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 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. | Bidder confirms 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 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 | |



INSTRUCTIONS TO BIDDERS



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| | 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. | Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance. | |
| 9. | Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause). | |
| 10. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable. | |
| 11. | Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids. | |
| 12. | Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)] | |
| 13. | As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder. | |
| 14. | Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner. | |
| 15. | All correspondence must be in ENGLISH language only. | |
| 16. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection. | |



INSTRUCTIONS TO BIDDERS



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| 17. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder. | |
| 18. | <u>No Deviation Confirmation:</u> It may be note 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. | |
| 19. | If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "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." | |
| 20. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid | |
| 21. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price. | |
| 22. | Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. | |



INSTRUCTIONS TO BIDDERS



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| | <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 GAIL 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 GAIL 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.</p> <p>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 GAIL by them.</p> | |
| 23. | Bidder confirms that they have read and understood the General Conditions of Contract – Works available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC. | |
| 24. | Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL 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 GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time. | |
| 25. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III. | |
| 26. | Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p> | |
| 27. | 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. | |



INSTRUCTIONS TO BIDDERS



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 28. | Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. | |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



INSTRUCTIONS TO BIDDERS



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 to concerned executive in GAIL issued the tender, by filling up the Format)

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

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 :

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 :



INSTRUCTIONS TO BIDDERS



F-7 BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS
OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

| 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 (<i>Specify Currency Amount</i>) | 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:

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



INSTRUCTIONS TO BIDDERS



F-8 (A) 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 | | |
| i | Covering Letter, Letter of Submission | | |
| ii | EMD / Declaration for Bid Security [as applicable] as per provisions of Tender | | |
| iii | Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any) | | |
| iv | Power of Attorney in the name of person signing the bid. | | |
| v | Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III). | | |
| 3.0 | Confirm that all format duly filled in are enclosed with the bid duly <input type="checkbox"/> Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s) | | |
| 4.0 | Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid. | | |
| 5.0 | Confirm that Undertaking as per Form 1 of Annexure III to Section III has been submitted (applicable for MSE and Class I Local supplier). | | |
| 6.0 | Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a | | |



INSTRUCTIONS TO BIDDERS



| | | | |
|-----|---|--|--|
| | practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-III</i> are submitted. (Applicable for all bidders including MSEs bidders) | | |
| 7.0 | 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) | | |
| 8.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B) | | |

Place:
Date:

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



INSTRUCTIONS TO BIDDERS



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

| BEC Clause No. | Description | Documents required for qualification | Documents Submitted by Bidder | Documents attested as per Section-II of Tender | Reference Page No. of the Bid submitted |
|----------------------|-------------------|---|-------------------------------|--|---|
| Technical BEC | | | | | |
| 1. | Experience | <p>(a) Detailed work order along with Schedule of Rates.</p> <p>b) (i) Document required for Experience in involving coating refurbishment</p> <p>Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p>In case the work of submitted Work Order is not completed, such bid is also acceptable subject to submission of Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria, i.e. coating and wrapping of pipeline (Removing old coat & wrap, Surface preparation, Applying liquid adhesive primer at surface, Applying 3ply tape inner layer and 2ply tape outer layer.) and referred work has been completed</p> | | Yes/No | |



INSTRUCTIONS TO BIDDERS



| | | | | | |
|----------------------|--|---|--|--------|--|
| | | <p>(ii) Document required for Experience in laying of buried hydrocarbon pipeline</p> <p>Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p>In case the work of submitted Work Order is not completed, such bid is also acceptable subject to submission of Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria, provided that the asset for which the said execution certificate has been issued is ready for commercial use i.e. testing (hydro-testing of mainline, dewatering and swabbing) of the referred pipeline(s) has been completed.</p> <p>Note : The completion certificates / execution certificate shall have details like work order no.; date, brief scope of work, completion date / date of execution certificate etc.</p> | | | |
| 3. | Job executed for Subsidiary / Fellow subsidiary/ Holding company. | Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company. | | Yes/No | |
| Financial BEC | | | | | |



INSTRUCTIONS TO BIDDERS



| | | | | | |
|----|---|--|--|--------|--|
| 1. | Average Annual Turn Over | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years. | Submitted (Mention specific year.....) | Yes/No | |
| 2. | Net Worth | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. | Submitted (Mention specific year.....) | Yes/No | |
| 3. | Working Capital | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above. | Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option) | Yes/No | |
| 4. | Format for Details of financial capability of Bidder | Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA). | Submitted | | |



INSTRUCTIONS TO BIDDERS



Place:
Date:

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



INSTRUCTIONS TO BIDDERS



F-9
FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS
INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU
GANDHAR TO GNFC PIPELINE

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)



INSTRUCTIONS TO BIDDERS



(Authorized signatory)
Name of the signatory:
Designation :
Email Id :
Contact No. :
Stamp

Note:

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



INSTRUCTIONS TO BIDDERS



(BIDDER TO SUBMIT BOTH PAGES OF THIS FORM)

F-10

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

| Description | Year ____ |
|--------------|-------------------|
| | Amount (Currency) |
| 1. Net Worth | |

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

| Description | Year ____ |
|-------------|-------------------|
| | Amount (Currency) |
| | |



INSTRUCTIONS TO BIDDERS



| | |
|--|--|
| 1. Current Assets | |
| 2. Current Liabilities | |
| 3. Working Capital (Current Assets-Current liabilities) | |

****Refer Instructions***

Note:

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:



INSTRUCTIONS TO BIDDERS



- (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-upshare capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.
 - (iv) **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.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



INSTRUCTIONS TO BIDDERS



F-12

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND
GPU GANDHAR TO GNFC PIPELINE

:

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

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



INSTRUCTIONS TO BIDDERS



SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



INSTRUCTIONS TO BIDDERS



F-13

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



INSTRUCTIONS TO BIDDERS



FORM F-14

INTEGRITY PACT

INTEGRITY PACT

(IP signed by GAIL's executive shall be made part of tender document)

INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by GAIL, in terms of Integrity Pact(IP) which forms part of GAIL Tenders / Contracts.

- i) Shri Deepak Kashyap, (email id : deepakkashyapnd02@gmail.com)
- ii) Shri Yogendra Tripathi (email id : yogendratripathi@yahoo.com)
- iii) Shri Amrit Lugun (email id : asha74lugun@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Deepak Kashyap, Email : deepakkashyapnd02@gmail.com , Shri Yogendra Tripathi , Email id : yogendratripathi@yahoo.com & Shri Amrit Lugun , Email id : asha74lugun@gmail.com or with CC to them through their Nodal Officer- Sh. T Xalxo, GM (C&P)- Email txalxo@gail.co.in, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and GAIL authorities concerned for their disposal as per extant guidelines."

INTEGRITY PACT

(To be executed on plain paper)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as “Principal”).

AND

_____ **(here-in-after referred to as “The Bidder/ Contractor”).**

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

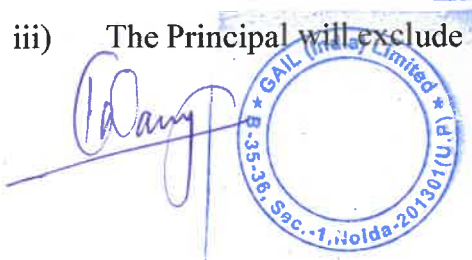
PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.



2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.




- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

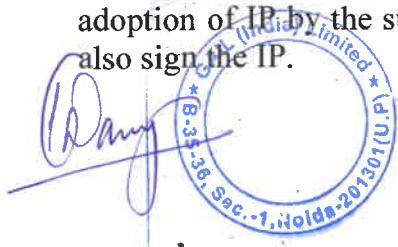
1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.



The image shows a handwritten signature in blue ink over a circular blue stamp. The stamp contains the text: "Principal Contractor Limited", "B-36, Sec-1, Noida-201301 (U.P.)".

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

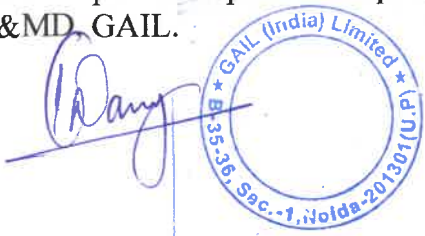


6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the C&MD, GAIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

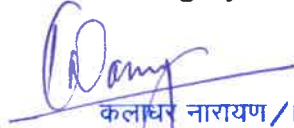
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, GAIL.



Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.



कलाधर नारायण / KALADHAR NARAYAN
उप महाप्रबंधक (संविदा एवं क्रय-परियोजना) / DGM (C & P-Projects),
गेल (इंडिया) लिमिटेड / GAIL (India) Limited
जुबिली टावर / JUBILEE TOWER
प्लॉट नं. 35, 36, सेक्टर-1, नोडा-201 301 (उ.प्र.)
B - 35 & 36, Sector-1, Noida - 201 301 (U.P.)

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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



INSTRUCTIONS TO BIDDERS



F-16

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. | Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) https://etenders.gov.in/e procure/app |
| 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 are any benefits available to Startups? | Refer Clause No. 49 of Instructions to Bidders of Tender Document. |

All the terms and conditions of Tender remain unaltered.



INSTRUCTIONS TO BIDDERS



F-17

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 GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE
PO NO:

Dear Sir,

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

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

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

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

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



INSTRUCTIONS TO BIDDERS



F-18

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

[On the Letter-head of Supplier/Vendor]

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 GAIL (India) Ltd. 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 GAIL (India) Ltd.

We further absolve GAIL (India) Ltd. 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.

Signature with Seal of Supplier/Vendor

Dated:



INSTRUCTIONS TO BIDDERS



F-19

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER DOCUMENT FOR COATING REFURBISHMENT AND ASSOCIATED WORKS OF VAGODIA TO RIL AND GPU GANDHAR TO GNFC PIPELINE

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

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

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

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

Note: Strike out either (i) or (ii) as applicable. It is understood that if this declaration is found to be false, GAIL (India) Limited shall have the right to reject my/our bid, and action shall be taken as per declaration for bid security. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to GAIL (India) Limited.

Place:

Signature



GENERAL CONDITIONS OF CONTRACT



SECTION IV

GENERAL CONDITIONS OF CONTRACT

For GCC (Works) please follow the below link

<https://gailtenders.in/Gailtenders/gccs/GCCWorksEnglish23112022.pdf>



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION-V
SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)



| | |
|------|--|
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| | |
|------|---|
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SPECIAL CONDITIONS OF CONTRACT (SCC)



| | |
|------|-----------------------------------|
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| 11.0 | LAND FOR SITE OFFICE |
| 12.0 | ADDITION TO GCC |

| | | |
|---|---|---|
|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
|---|---|---|

1.0 GENERAL

- 1.1. Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates (SOR), Job Specification, Drawings , Technical Specifications and any other document forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.
- 1.3. Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract (SCC), then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.
- 1.4. Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected / carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.5. The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / codes of practice for detailed specifications covering any part of the work covered in this Bidding on the contractor.
- 1.6. In case of irreconcilable conflict between relevant Indian standards, GCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict, in order of precedence:

Please refer Clause 21 of GCC.



The requirements of any statutory body like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, Nagpur etc, shall govern where these are more stringent than the requirements specified above.

2.0 THE WORK

2.1 Scope of work

The scope of work covered in this Contract will be as described in Job specifications along with its annexures, Drawings, Data sheets, Technical Specifications, Schedule of Rates as per Technical Volume II of II.

The contractor shall allow weekly rest and daily working hours to his personnel/ workmen as per the relevant Act/ Law and Rules made there under. However, contractor shall ensure that no work shall be left incomplete/ unattended on any holiday/ weekly rest.

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The contractor shall make own arrangements to provide all facilities like boarding and transport etc. to his employees/ workers engaged by the contractor.

Contractor shall maintain proper record of his working employee's attendance and payment made to them.

All the jobs mentioned under Scope of Services and Price Schedule shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor's Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.

For complete scope of work, all parts of tender document are to be read.

2.2. **Scope of Supply**

2.2.1. The scope of Supply (Owner's Scope of Supply (Free-issue Material) & Contractor's Scope of Supply) covered in this Contract will be as described in Job specifications along with its annexures, Technical Specifications, Drawings, Data sheets, Schedule of Rates etc.



2.2.2. Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

2.2.3. **Conditions for Issue of Materials**

- Whenever any material is issued by Company, following conditions in addition to other conditions as specified in the contract shall be applicable.
- Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.
- The contractor shall bear all other cost including lifting, carting from issue points to work. Site/contractor's store, custody and handling etc. and return of surplus materials to Company's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- No material shall be allowed to be taken outside the Company's store without a gate pass.
- The contractor shall be responsible for proper storage, preservation, and watch & ward of the materials.
- All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per GAIL's Format attached in bid document) for 200% landed value of free issue materials.
- In case of any manufacturing defect found in free issue materials, same shall be communicated to Engineer-In-Charge in writing within 15 days from the date of issue of such material and return the same at COMPANY store within 30 days from the date of issuance.

2.2.3.6. **Reconciliation of Owner supplied materials**

Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall

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submit "Material Appropriation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

- i) Company will issue coating materials etc. as defined in bid document.
- ii) The contractor shall submit an account for all materials issued by Company, consumption and physical verification report of remaining materials in the proforma prescribed by the Engineer-in-charge on monthly basis. On completion of the work, the contractor shall submit "Material Appropriation Statement/ Reconciliation Statement" for all materials issued by the Company in the proforma prescribed by the Engineer-in-charge.
- iii) All unused materials shall be the property of the Company and shall be returned by the Contractor at his cost to the Company's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for unaccountable wastage, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Company.
- iv) Unaccountable wastage for Coating materials shall be NIL. However, consumption rate of coating materials will be freeze at the time of coating qualification in presences of Company, Consultant and coating material supplier.

2.2.4. Contractor's Scope of Supply



All materials except what is under Owner's scope of supply and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

In case of any specific item is not available from GAIL's inventory, same shall be procured by the contractor as per instructions of Engineer in Charge and same shall be treated as extra item.



- 2.2.5 If during the execution of work, EIC finds the performance of any of the bidder is not satisfactory, the job can be get done through other contractor beyond the awarded ratio solely on the discretions of the EIC.
- 2.2.6 The execution of non-AHR items may be increased or decreased due to site conditions with in the overall value of the awarded rate contract.

2.3. Contract Period

- 2.3.1. The Contract shall be valid from the Date of Fax of Acceptance (FOA) as per cl. no. 2.3.5.
- 2.3.2. Owner can award to Contractor all / any of the activities at the rates as per Schedule of Rates (SOR) as and when required during the validity of Rate Contract. Further, the quantities indicated may increase or reduce.
- 2.3.3. Engineer in Charge will issue "FOA/LOA" for executing Coating Refurbishment and associated works as per Contract. Contractor shall mobilise Man-power, machinery & other resources at site.

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- 2.3.4.** Owner envisages that there can be more than one location of Coating Refurbishment and associated works at time, accordingly contractor shall be required to work for all the fronts/spreads simultaneously and each front/spread shall be dealt exclusively separate so that project(s) schedule can be adhered to and completed on or before the date of completion.
- 2.3.5.** The Delivery/completion period shall be as per given below.
- (i) Delivery/completion period for Section-A: Vaghodia - RIL Vadodara Line shall be 12 months from the date of Fax of Acceptance.
- (ii) Delivery/completion period for Section-B: GPU Gandhar DT - GNFC RT Line shall be 24 months from the date of Fax of Acceptance.
- 2.3.6.** The Completion period shall includes the time required for preparation of drawings (if required), procurement & supply of materials including their inspection & testing, mobilisation at site, inspection, testing, rectifications, if any, retesting etc. to the satisfaction of the Engineer-in-Charge.
- 2.3.7.** A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion period mentioned in 2.3.5 above.
- 2.3.8.** Monthly / Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint programme of execution as referred above. The contractor shall scrupulously adhere to the Targets / Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly / monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.
- 2.3.9.** Contractor shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.
- 2.3.10. Contract Performance Bank Guarantee (CPBG):**
- Please refer clause No. 38 of ITB (Section III of Volume I) and clause No. 24.0 of GCC (General Conditions of Contract). In addition to Clause No. 38 of ITB and 24 of GCC following will also apply.
- In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
 - The Owner/ Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/ or in respect of any amount due from the Contractor to the Owner/Consultant. In case Contractor fails to furnish

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the requisite Bank Guarantee as stipulated above, then the Owner/ Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/ Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

- Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty /guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract.



The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid until the expiration of the guarantee period for entire works covered under the contract.

- In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Owner/Consultant may without prejudice to any other right or remedy available to the Owner/ Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27.0 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

2.4. Measurement of Works

In addition to the provisions of Clause 88.1 of the General Conditions of Contract and associated provisions thereof, the following shall also apply. Please refer Annexure 4 to SCC as well;

- 2.4.1.** The mode of measurement shall be as mentioned in relevant Technical specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates / Specifications etc. and / or as decided by Engineer-in-charge.
- 2.4.2.** Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in- charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.
- 2.4.3.** Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 2.4.4.** Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimetres.
- 2.4.5.** The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 2.4.6.** Deleted

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2.4.7. No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

2.4.8. Measurement will be made for various items as per schedule of rates

2.4.9. Deleted

2.4.10. Measurement Procedure

- a) Third Party Inspector (appointed by Gail) will check 100% measurement of executed work.
- b) Gail site engineer will check measurement of at least 10% of bill value, certified by third party inspector.
- c) EIC will further check measurement of 5% of bill value. In case there is no site engineer, EIC himself will check measurement of 15% of bill value.

2.5. Terms of Payment

2.5.1. Pending completion of the Coating refurbishment job & associated facilities, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Engineer-in-charge / Owner's representative as per the agreed payment schedule and the percentage break-ups given below. Please refer Annexure 5 to SCC.

For all SOR items



- i) 90 % progressively on completion of work as certified in monthly progress bill.
- ii) 10 % on completion of material reconciliation and acceptance thereof by EIC and Contract closure.

2.5.2. Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner & 1 Final Bill per Pipeline with associated facilities. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative as defined in Clause no. 2.4.10 above. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

2.5.3. Further, for payment of RA bills subsequent to RA 01, contractor has to submit No dues certificate from all sub-contractor engaged by the contractor stating that all dues towards sub-contractor payment (till the measurement period of previous RA bill) has been cleared by the contractor. The same is further required to be certified by the concerned EIC for payment of RA bill subsequently to RA-01.

2.5.4. Contractor shall mention their PAN no. and their GST No. in their invoice/bill for any transaction exceeds Rs. 2 lakh. In case contractor do not have PAN no. , they have to submit declaration in Form 60 along with invoice/bill for each transaction.

2.5.5. Contractor shall submit documents pertaining to Building and other construction workers (BOCW) Registration; Labour License, Monthly Wages Register, Monthly claim form if any; PF, ESI requirements for processing of RA Bills.

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2.5.6 Deleted

2.5.7 GAIL will process the Bills with MB through E-Measurement Portal available in GAIL INTRANET under Project Department. Accordingly Contractor is required to forward the RA Bills in E-Measurement Portal through PMC,CIC/EIC/SIC whichever is applicable.

2.6. Temporary Works

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the Contractor's scope without any time & cost implication to the Owner.

2.7. Temporary Fencing

The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him. The contractor shall fence with bamboo or other materials of sufficient strength for all excavations and shall ensure security for excavated pipeline segment on 24x 7 basis.. The Contractor shall, except when authorised by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Engineer-in-Charge (Owner / Consultant) has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Engineer-in-Charge.



2.8. Contractor's Temporary Structure

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Engineer-in-Charge (Owner / Consultant) as to their safety and efficiency. The Engineer-in-Charge (Owner / Consultant) may direct those temporary works which he considers unsafe or inefficient be removed and replaced in a satisfactory manner.

The Contractor shall immediately follow Engineer-in-Charge (Owner / Consultant) direction / instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Engineer-in-Charge (Owner / Consultant), may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Engineer-in-Charge's direction/ instruction.

2.9. Statutory Approvals

2.9.1. All associated activities required for obtaining necessary clearances, permissions, approvals, licenses from all concerned authorities in respect of coating refurbishment works]s shall be the responsibility of the Owner. However contractor shall do necessary liasoning work .

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2.10. Quality Assurance

- 2.10.1.** Detailed quality assurance programme to be followed for the execution of Contract under various divisions of works will be mutually discussed and agreed to.
- 2.10.2.** The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognised codes.
- 2.10.3.** Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organisational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

The Owner / Consultant or their representative shall reserve the right to inspect / witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

- 2.10.4.** The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work.

2.11. Notice and Licenses



The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

2.12. Working Hours

Depending upon the requirements, time schedule / drawn up programmes and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

2.13. Responsibility of Contractor

- 2.13.1** Contractor shall establish site office in respective areas and have necessary/adequate office infrastructure for effective communication and documentation purposes.
- 2.13.2** Contractor shall provide as and when required a wagon(s) suitable for soil removal and for the transport of coating materials to and from site.
- 2.13.3** Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site.
- 2.13.4** Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with COMPANY, other authorities without any undue delay.
- 2.13.5** Company will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

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- 2.13.6 Any change in key persons working at site shall be informed to the Company promptly.
- 2.13.7 Contractor shall submit Insurance policies and Labour licence to Engineer-in-charge before start of work. In absence of these documents, contractor will not be allowed to start the work.
- 2.13.8 Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

2.14. **Electrical Works**

- 2.14.1. Subject to provisions of Inspection & Testing in Section-V of the General Conditions of Contract, the inspection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III)-1982 shall be conducted.
- 2.14.2. All tests clearances and certificates required by the State Government authorities for energizing / commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall perform such tests and undertake such rectification and / or changes as may be required.

2.15. **Additional Works / Extra Works**

In addition to the provision of clause no. 60.0 of the General Condition of Contract and associated provisions therefore, Owner reserve their right to execute any additional works / extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-Charge

3.0 TAXES, DUTIES AND CONTRACT PRICE

3.1. Income Tax

Income tax at the prevailing rate as applicable from time to time shall be deducted from the Contractor's bills as per Income Tax Act, and quoted rates shall be deemed to include this.

3.2. Construction of the Contract

This Contract will be INDIVISIBLE WORKS CONTRACT and all taxes / duties applicable for such a Contract shall be deemed to have been included in the quoted prices.

3.3. Price Escalation

The Price shall be deemed to be firm and valid for the entire duration of the contract till the completion of the work in all respects and shall not be subject to any adjustment due to increase in price of materials, consumables labour, taxes & duties etc, or any other input for performance of work.

3.4. Taxes, Duties, Octroi, Levies etc.

- 3.4.1. The quoted prices shall be deemed to be inclusive of all taxes, duties, Octroi, levies etc except GST



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(CGST & SGST/UTGST OR IGST). The quoted price shall be firm and valid till the completion of the work and Contractor shall not be eligible for any compensation on this account except statutory variation on account of GST (CGST & SGST/UTGST OR IGST). The statutory variation in GST (CGST & SGST/UTGST OR IGST) rate of within the contractual completion period shall be to Owner's account, against submission of the documentary evidence. However, any increase in the rate of GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of composite rate of GST (CGST & SGST/UTGST OR IGST) shall be passed on the owner. Applicable rate of GST (CGST & SGST/UTGST OR IGST) on the contract value shall be indicated by the bidders in SOR and in Agreed Terms and conditions.

3.4.2. The contractor shall submit GST (CGST & SGST/UTGST OR IGST) invoice to GAIL as directed.

3.5. Royalty

All royalties etc., as may be required for any Borrow Areas, including right of way etc. to be arranged by Contractor shall be deemed to have been included in the quoted prices.



3.6. Deductions from Contract Price

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, shall be claimed by Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the contractor to properly identify such claims. Such claims shall be paid, by the Contractor within fifteen (15) days of the receipt of corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any amount due or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Owner of such claims.



4.0 LABOUR, LABOUR LAWS AND SITE REQUIREMENTS

4.1. Labour

- 4.1.1. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 4.1.2. The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours.
- 4.1.3. The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor(s), his / their servants, agents or employees.
- 4.1.4. The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-contractor/s, his / their servants, agents or employees.
- 4.1.5. The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

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- 4.1.6.** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with any carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary
- 4.1.7.** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees / labour and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 4.1.8.** The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour (Regulation and Abolition) Act., 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner / Engineer-in-charge indemnified in case any proceedings are taken or commenced by any authority against the Engineer-in-Charge for any contravention of any of the laws, by laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Engineer-in-Charge shall be entitled to deduct the same from any money due to that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.
- 4.1.9.** The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Work Department as fair wages for that region payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Engineer-in-Charge whichever may be higher.
- 4.1.10.** The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourers had been directly employed by him.
- 4.1.11.** The contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Owner / Engineer- in-Charge.
- 4.1.12.** The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government.
- 4.1.13.** The Contractor shall provide a wage slip for each worker employed on the works.
- 4.1.14.** The wage records and wage slips shall be preserved by the Contractor for minimum period of 12

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months after the last entry or such time as the Engineer-in-Charge may fix in that behalf.

- 4.1.15.** The Contractor shall allow inspection of the aforesaid wage records and wage slip to the Engineer-in- Charge at a convenient time and place after notice is received by him from the Engineer-in-Charge demanding such inspection.
- 4.1.16.** The Engineer-in-Charge or any other person authorised by him on his behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair wages Clauses. The Engineer-in-Charge shall also have the power to investigate into any complaint regarding any default made by the Contractor or his sub-Contractor in regard to such provision.
- 4.1.17.** The Engineer-in-Charge shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of fair wage, except any deductions that may be permissible under any law for the time being in force.
- 4.1.18.** Insurance Coverage- After award of the work, the contractor shall immediately take insurance coverage (Erection All Risk- Ear policy, marine cargo policy, workmen compensation policy etc.). The value of Erection, All risk policy shall be for contract value plus value of free issue material.

The marine cargo policy shall be for the transportation of Free Issue material for a total value of free issue materials which shall be 200% of release order value. All insurance coverage shall be valid till the completion of work.

4.2. **Labour Law**

- 4.2.1.** Under the provisions of Employees Provident Funds and Misc. Provision Act-1952, every employee is entitled to and required to become a member of the PF from the beginning of the month following that in which he completes three months continuous service or has actually worked for not less than 80 days during the period of three months or less whichever is earlier.

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



The contractor(s) are required to submit copies of Electronic Challan cum Return/Electronic Challan along with On Line Uploaded list of contract workers/members for proof of remittance of provident Fund(PF) and Employees State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him in GAIL while submitting monthly bills.

4.3. **Labour License**

- 4.3.1.** Before starting of work at site, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.
- 4.3.2.** Contractor shall submit the payment proof of Labour cess as applicable against executed value of the work which shall be reimbursed on submission of the proof.

4.4. **Labour Relations**

- 4.4.1.** In case of labour unrest / labour dispute arising out of non-implementation of any law, the

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responsibility shall solely lie with the Contractor and he shall remove / resolve the same satisfactorily at his cost and risk.

4.4.2. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.

4.5. Employment of Local Labour

4.5.1. The Contractor shall ensure that local labour; skilled and / or unskilled, to the extent available shall be employed in this work.

4.5.2. The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

4.6. Access to Site

The Contractor shall obtain prior permission of the Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass / for materials etc., as may be required to carry out the works at site from the Engineer-in-Charge and shall follow the rules and regulations of CISF / Owner / Engineer-in-Charge which may be enforced from time to time for entry or exit.

4.7. Contractor's Labourers to Leave Site on Completion of the Work

The Contractor's labourers must leave the location of the project site after the work is tapered / completed to avoid creation of a slum in the areas adjoining the project.

4.8. Site Cleaning



4.8.1. The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

4.8.2. If the work involves dismantling any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and / or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractors cost and risk to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

4.8.3. The Contractor shall be custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

4.8.4. The Contractor shall dispose off the unserviceable materials, debris etc. to any area within the site premises as decided by the Engineer-in-Charge.

4.8.5. The Contractor shall sort out, clear and stack the serviceable material obtained from dismantling at places as directed by the Engineer-in-Charge.

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4.8.6. No extra payment shall be paid on this account.

4.9. Fuel Requirement of Workers

4.9.1. Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff. Cutting of trees etc. shall not be permitted for this purpose.

4.10. Protection of Existing Facilities

4.10.1. Contractor shall obtain plans and full details of all existing and planned underground services from the relevant Department of Owner and shall follow these plans closely at all times during the performance of work. Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.

4.10.2. Despite all precautions, should any damage to any structure / utility etc. occur, the Owner / authority concerned shall be contacted by the Contractor and repair shall forthwith be carried out by Contractor at his expenses under the direction and to the satisfaction of Engineer-in-charge and the concerned Owner / authority.

4.10.3. The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

4.10.4. Contractor shall obtain all safety clearance (viz. Excavation, Hot / Cold work permit) from the Owner prior to start of work. Work without safety permit shall not be carried out.



4.10.5. Contractor shall in consultation with Owner and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline alignment. Contractor shall take adequate protective measures to prevent damage to these facilities during construction. Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to claim any extra at a later stage.

4.11. Fronts for Work; Where Other Agencies are Involved

The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

It is to be noted that other contractors will be working during the currency of this Contract. The Contractor shall co-ordinate with such other contractor(s) and ensure that the work of other contractor(s) is not effected, The Engineer-in-Charge will decide the priority and the same shall be binding without any cost and time effect.

4.12. Payment of Wages

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4.12.1. The Contractor shall ensure payment of wages to all workmen employed, by him or sub-contractor or by any other agency on his behalf in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wages standards, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages Act, the Contract Labour (Regulation & Abolition) Act-1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:

4.12.1.1. Weekly off with Wages

The labour must be given weekly off with wages as admissible.

4.12.1.2. National Holidays

Three National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) must be granted to all the workers with wages.

4.12.1.3. Payment of Overtime Wages

Labour governed under the provision of Factories Act - 1948 (working inside the battery areas) shall be paid overtime wages at double the normal rate of wages for working beyond 08 (Eight) hours in a day and 48 hours in a week.

Labour in general should not be engaged for duty for more than 08 hours in a day except in case of exigencies of work. If they are engaged for performing duty for more than 08 hours they should be paid overtime wages at the rates applicable.



4.13. Site Facilities

4.13.1. The Contractor shall arrange for the following facilities at site, for workmen deployed / engaged by him / his sub-contractor, at its own cost.

- (i) Arrangement for First Aid.
- (ii) Arrangement for clean & potable drinking water.
- (iii) Toilet.
- (iv) Canteen where tea & snacks are available
- (v) A creche where 10 or more women workers are having children below the age of 6 years.
- (vi) Any other facility/utility as may be required under the Contract.

5.0 CONSTRUCTION

5.1. Rules and Regulations

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Contractor shall observe in addition to Codes specified in respective Technical specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

5.2. **Procedures**

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

5.3. **Security**

The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security / CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits / gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

5.4. **Drawings and Documents**

Refer Job specifications / Technical specifications and requirement mentioned elsewhere in the tender document.

5.5. **Pre-fabrication Works**



All the coating refurbishment work related to pre- activities shall be carried out on-site, if any.

5.6. **Distinction Between Foundation and Super Structure**

5.6.1. To distinguish between work in foundations and superstructures, the following criteria shall

apply:

- i) For all Equipment pedestals, silos, pipe racks, other foundations and R.C.C. structures, work done up to 300mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- (ii) For Buildings only, all works up to level corresponding to finished floor level shall be treated as work in "Foundation and Plinth" and all works above the finished floor level shall be treated as "Work in superstructure".
- (iii) Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature, and levels given anywhere.
- (iv) Where not specifically pointed out all works in cellars / sumps, Tank pads, cable trenches or such similar items would be taken as work in foundations,

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5.7. Excavation by Blasting

Excavation by blasting is not permitted.

5.8. Construction Equipment & Mechanization of Construction Activities

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanise the construction activities to the maximum extent by deploying all necessary construction equipment / machinery in adequate numbers and capacities.

For speedy execution of work, Contractor shall also ensure use of computer software for atleast the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

Contractor further agrees that Contract price is inclusive of all the associated costs) which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.



5.9. Rounding off

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid / recovered consists of a fraction of rupee (paisa), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paisa or more and if the fraction of a rupee is less than 50 (fifty) paisa, the same shall be ignored.

5.10. Computerised Contractors Billing System

Without prejudice to stipulation in General Condition of Contract, Contractor should follow following billing system.

The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by Owner / Consultant. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractor will submit these data to Owner / Consultant in an electronic media along with the hard cop of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

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Owner / Consultant will utilize these data for processing and verification of the Contractor's Bills".

5.11. Site Organisation

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required to prevent the hazards likely to be encountered and methods of preventing accident(s) for the satisfactory and safe execution of the Work. The workmen deployed by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

5.12. Health Safety and Environment (HSE) Management

After the award of the contract, detailed Health, Safety and Environment (HSE) programmed to be followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.



The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per Annexure – 7 to SCC enclosed.

5.13. Leads

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical Specifications.

5.14. Insurance for Personal injuries

The Contractor shall at his own costs and expenses obtain and shall cause any sub-Contractor to obtain such insurances as may be necessary to cover the liability of the Contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy / policies as and when required by the Owner/Engineer-in-Charge.

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5.15. Strike / Lock out by Contractor's Employees

Non-availability of labour or strike by the Contractor's employees or lock out shall not be a ground or any excuse for not completing the works within the stipulated time nor shall be a ground or any excuse; for extension of period of completion of works.

5.16. Make of Materials

5.16.1. All equipment and materials to be supplied under this contract shall be from approved vendors as indicated in enclosed Section – VI of this tender - Job Specification.

5.16.2. Where the makes of materials are not indicated in the Bidding Document, Contractor shall furnish details of proposed makes and supply the same after written approval of Owner. Proposed makes will be considered, provided sufficient information are furnished to the Owner to assess the makes proposed by the Contractor as equivalent and acceptable.

5.17. General Guidelines During and Before Erection

5.17.1. The Contractor shall be responsible for organising the lifting of the structural element equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures / equipments are kept open.

5.17.2. During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

5.17.3. Manufacturer's recommendations and detailed specifications for the installation of the various Equipment and machines shall be fulfilled by the Contractor.

5.17.4. Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.



5.17.5. Verticality shall be maintained. Verticality shall be verified with the Theodolite / advanced instruments.

5.18. Construction Photographs

The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilising any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

5.19. Schedule of Labour Rates/ Equipment Hourly Rental Rates for Extra Works.

Hiring Rates for Manpower and Equipment Extra Works shall be as per Annexure 11 and Annexure 12 to SCC respectively.

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5.20. Specific Requirements

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

5.21. Preamble to Schedule of Rates

Preamble to schedule of rates attached with SOR is only indicative & shall not be the basis for any extra item at a later date.

6.0 TESTS, INSPECTION AND COMPLETION

6.1. Tests and Inspection

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.



Compressed air for carrying out works shall be arranged by the Contractor at his own cost.

For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

For materials supplied by Owner, contractor shall carryout the tests, if required by the Engineer-in-charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

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6.2. Hydrostatic Testing

Refer Job Specification / Technical specifications.

6.3. Tie in Joints/Hook-up

Refer Job specification / Technical Specifications.

6.4. Final Inspection

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer-in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.

When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

6.5. Documentation

6.5.1. Completion Documents



The following documents shall also be submitted by the Contractor in triplicate as a part of completion documents:

- (i) All work producers.
- (ii) Procedure Qualification Report.
- (iii) quality assurance plan.
- (iv) Inspection test plan.
- (v) Test report.
- (vi) All site inspection reports as applicable in Job Specification/Technical Specification.
- (vi) Other documents as mentioned in Technical Specification,

6.6. Statement of Final Bills-Issue of No Demand Certificate

The final bill of Contractor shall be accompanied by no-demand certificate from the following departments of the Owner:

- (i) Administration & Personnel Department regarding vacation of land, housing accommodation, recovery of tents etc.
- (ii) Fire and Safety Officer and CISF.

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The Contractor shall obtain such no-demand certificates from the concerned authorities and furnish the same to the Engineer-in-Charge.

7.0 CONTRACT DOCUMENT

The Contractor is required to execute a formal Agreement as per the Form of Contract, with the Owner. For execution of the Agreement, Stamp Paper of appropriate value shall be provided by the Contractor after ascertaining its value.



Till the time, the Contract is executed between Owner & Contractor; the following documents shall be deemed to constitute the Contract:

- (i) Letter / Fax of Acceptance.
- (ii) Bidding Document along with set of drawings. (iii)
Addendum to Bidding Document, if any.
- (iv) Bid of Contractor consisting of:
 - (a) Schedule of Rates as accepted by Owner.
 - (b) Deployment Schedule of Supervisory Personnel
 - (c) Deployment Schedule of Construction Equipment
 - (d) Organisation Chart
 - (e) Any other document of Bidder's offer as decided by Owner

The documents as mentioned at Sl. No. (iv) (b), (iv)(c) & (iv)(d) shall be considered as indicative and shall be augmented from time to time to complete the Work within the stipulated time.

8.0 DEFINITIONS

- 8.1. "Bid" means the offer (unpriced as well as priced) submitted by a Bidder in response to the Invitation to Bid.
- 8.2. "Bidding Document" also referred to as Tender Document means the document issued to a prospective bidder to enable him to submit his Bid. This shall include all documents as per the Master Index.
- 8.3. "Addendum / Amendment" means a document issued to Bidders which incorporates changes / corrections / additions to the Bidding Document. This shall form part of Bidding Document.
- 8.4. "OWNER", "Client", 'Company' or "GAIL" appearing anywhere in this Bidding Document shall mean the GAIL (India) Limited (Govt. of India Undertaking), having its registered office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066 and includes its successors and assigns.

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8.5. “Bidder/”Tenderer” shall mean any company, firm or body who submit the bid consequent upon issue of Bidding Document.

9.0 CONSTRUCTION WATER & POWER SUPPLY

9.1. Construction Power

Clause No. 2.4 of GCC stand modified to the following extent only:

Construction power shall not be provided by Owner. Contractor shall make his own arrangement at his cost for Construction Power and quoted prices shall be deemed to have been included the same.

Contractor shall arrange power required for construction for the Project on behalf of the Owner. All associated activities for obtaining necessary approvals and sanctions from local authorities for construction power shall be coordinated by the Contractor, the cost of which shall be deemed to be included in the quoted rates under various items of work of the “Schedule of Rates” and nothing extra shall be paid on this account. The renewal of the construction power connection at regular intervals shall also be the responsibility of the Contractor. All installations / fixtures and fittings / fittings / cabling for construction power shall be the responsibility of the Contractor without any additional cost to the Owner.

9.2. Construction Water

Clause No. 2.3 of GCC stand modified to the following extent only:

Construction water will not be supplied by Owner, Contractor shall make his own arrangement at his own cost for water required for construction work as well as drinking purposes required by labour force at site and the quoted prices shall be deemed to have been included the same. The Contractor shall get approval from the Engineer-in-Charge regarding suitability of water for construction purposes.

10.0 LAND FOR SITE OFFICE



10.1. Clause No. 2.5 of General Conditions of Contract is modified to the following extent:-

and for contractor’s site office, godown, workshop, fabrication yard or labour colony etc. shall not be provided by Owner. Contractor shall make his own arrangement for any and all land required by him for the execution of the works and the quoted prices shall be deemed to have been included the same.

11.0 Other Conditions of the Contract;

11.1 GAIL may award work to contractor as per Schedule of rates (SOR) in bid document as and when required during the validity of rate contract which will be two years from the date of fax of acceptance on successful bidders.

11.2 Separate release orders will be placed for required work in the form of Letter of Intimation during the validity of rate contract. Price Reduction Schedule for delay in completion, Guarantee/Warranty and contract value for limitation of Liability will be applicable for each release order individually. Completion

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period shall be counted from the date of release of Letter of Intimation.

- 11.3 GAIL reserves the right to execute any single SOR item out of total SOR at one location as per requirement.
- 11.4 Quantities in SOR are estimated & payment will be made for actual work done basis on release orders issued.
- 11.5 Owner envisages that there can be more than one Pipeline or terminals at time, accordingly contractor shall be required to work for all the Pipelines/terminals & associated facilities simultaneously and each Pipeline & associated facilities shall be dealt exclusively separate so that project(s) schedule can be adhered to and completed on or before the date of completion.

12 ABNORMALLY HIGH RATED ITEMS(AHR ITEMS)

In items rate contract where the quoted rates for the item, exceed 50% of the owners estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates :-

- (a) Rates as per SOR, quoted by the Contractor.
- (b) Rate of the item, which shall be delivered as follows:
 - i) Based on rate of machine and labour as available from the contract (which is including 10% cover towards contractor's profit overhead and other expenses).
 - ii) In case rates are not available in the contract, rates will be calculated based on prevailing market rate of machine materials and labour plus 15% to cover contractor's profit, overhead and other expenses.



13.0 BONUS FOR EARLY COMPLETION (Clause no. 27.3 of GCC)

This Clause 27.3 of GCC for Bonus for early completion shall not applicable in this contract.

14.0 SUB-LETTING OF WORKS

Pursuant to clause no. 37 of GCC –Works

The contractor shall not save with previous consent in writing of the Engineer in Charge, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such cosent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, sub-letting of WHOLE WORK is prohibited. An undertaking to this effect will be given by vendor/contractor along with each invoice/bill. In addition to above, clause no. 37 of GCC should be referred.



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SPECIAL CONDITIONS OF CONTRACT (SCC)



**SCOPE OF WORK
(ANNEXURE-1 TO SPECIAL CONDITIONS OF
CONTRACT)**

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ANNEXURE-1 TO SCC

1.0 **SCOPE OF WORK**



As per Technical Tender Volume II of II



SPECIAL CONDITIONS OF CONTRACT (SCC)



**SCOPE OF SUPPLY
(ANNEXURE-2 TO SPECIAL CONDITIONS OF
CONTRACT)**

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ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Cold applied tapes, Primer, Filler materials etc. shall be provided as free issue material to the contractor by GAIL from existing inventory stock. However, in case of any specific item is not available from GAIL's inventory, same shall be procured by the contractor as per instructions of Engineer in Charge and same shall be treated as extra item.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor's Scope of Supply



All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**COMPLETION SCHEDULE
(ANNEXURE-3 TO SPECIAL CONDITIONS OF
CONTRACT)**

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-3 TO SCC

Contract Period

- 1.1.1. The Contract shall be valid for Section-A, 12 months and Section-B, 24 months from the Date of Fax of Acceptance (FOA) of each pipeline.
- 1.1.2. The Delivery/completion period shall be as per given below.
- (i) Delivery/completion period for Section-A: Vaghodia - RIL Vadodara Line shall be 12 months from the date of Fax of Acceptance.
 - (ii) Delivery/completion period for Section-B: GPU Gandhar DT - GNFC RT Line shall be 24 months from the date of Fax of Acceptance.
- 1.1.3. Owner can award to Contractor all / any of the activities at the rates as per Schedule of Rates (SOR) as & when required during the validity of Contract. Further, the quantities indicated may increase or reduce.
- 1.1.4. Contractor shall mobilize Man-power, machinery & other resources to complete the Coating Refurbishment and Associated works.
- 1.1.5. Owner envisages that there can be more than one Pipeline at time, accordingly contractor shall be required to work for all the Pipelines & associated facilities simultaneously and each Pipeline & associated facilities shall be dealt exclusively separate so that project(s) schedule can be adhered to and completed on or before the date of completion.
- 1.1.6. The Completion period shall includes the time required for preparation of drawings (if required), procurement & supply of materials including their inspection & testing, mobilisation at site, construction/ execution of Coating Refurbishment and Associated works, inspection, testing, rectifications, if any, retesting, to the satisfaction of the Engineer-in-Charge.
- 1.1.7. A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion period mentioned in 1.1.1 above.
- 1.1.8. Monthly / Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint programme of execution as referred to above. The contractor shall scrupulously adhere to the Targets / Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly / monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.
- 1.1.9. Contractor shall give everyday category-wise labour and equipment deployment report along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.



(STAMP & SIGNATURE OF BIDDER)



SPECIAL CONDITIONS OF CONTRACT (SCC)



**MEASUREMENT OF WORK
(ANNEXURE- 4 TO SPECIAL CONDITIONS OF
CONTRACT)**

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-4 TO SCC

MEASUREMENT OF WORK

1.0 GENERAL



- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items as mentioned in schedule of rates
- 1.9 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in- Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved performa in triplicate to the Engineer-in-Charge of the work.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**TERMS OF PAYMENT
(ANNEXURE-5 TO SPECIAL CONDITIONS OF
CONTRACT)**

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-5 TO SCC

TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill. Owner will release payment through e-payments only as detailed in the bidding document. Please refer Clause 2.5.1 of this document.

After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-charge (EIC)/PMC,

For all SOR items

- i) 90 % progressively on completion of work as certified in monthly progress bill.
- ii) 10 % on completion of material reconciliation and acceptance thereof by EIC and Contract closure.

GAIL has introduced the computerized Bill Watch system whereby the contractor will be issued a receipt at the time of the submission of the bills. The contractor can see the status of their bill on GAIL's website.

Employer will release payment through e-payments only as detailed in the Bidding Document.

Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.

All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**SPECIFICATION FOR QUALITY
ASSURANCE SYSTEM
REQUIREMENTS FROM BIDDERS**



SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 INTRODUCTION

This specification establishes the Quality Assurance requirements to be met by Contractors (including turnkey contractors) and vendors.

In case of any conflict between this specification and other provisions of the contract/ purchase order, the same shall be brought to the notice of GAIL, at the stage of bidding and shall be resolved with GAIL, prior to the placement of order.

2.0 DEFINITION

2.1 Bidder For the purpose of this specification , the word "Bidder" means the person(s), firm, company or organization who is under the process of being contracted by GAIL for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Correction

Action taken to eliminate the detected non-conformity. Refers to repair, rework or adjustment and relates to the disposition of an existing non- conformity.

2.3 Corrective Action

Action taken to eliminate the causes of an existing nonconformity, defect or other undesirable situation inorder to prevent recurrence.

2.4 Preventive Action

Action taken to eliminate the causes of a potential nonconformity, defect or other undesirable situation inorder to prevent occurrence.

2.5 Process

Set of inter-related resources and activities which transform inputs into outputs.

2.6 Special Process



Processes requiring pre-qualification of their process capability.

3.0 SCOPE OF WORK BY CONTRACTOR

3.1 Prior to award of contract

3.1.1 The bidder shall understand scope of work, drawings, specifications and standards etc., attached to the tender/ enquiry document, before he makes an offer.

3.1.2 The bidder shall submit milestone chart showing the time required for each milestone activity and linkages between different milestone activities along with overall time period required to complete the entire scope of work.

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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3.1.3 The bidder shall develop and submit manpower and resource deployment chart.

3.1.4 The bidder shall submit, along with the bid, a manual or equivalent document describing/indicating/addressing various control/ check points for the purpose of quality assurance and the responsibilities of various functions responsible for quality assurance.

3.2 After the award of contract

The bidder shall submit the schedule for submission of following documents in the kick-off meeting or within two weeks of the placement of order, whichever is earlier.

- Quality plan for all activities, required to be done by the bidder, to accomplish offered scope of work.
- Inspection and test plans, covering various control aspects. .
- Job procedures as required by GAIL.

Various documents submitted by the bidder shall be finalized in consultation with GAIL. Here it shall be presumed that ones a bidder has made an offer, he has understood the requirements given in this specification and agrees to comply with them in totality unless otherwise categorically so indicated during pre-award stage through agreed deviation/ exception request. All quality assurance documents shall be reviewed by concerned GAIL functional groups and the bidder shall be required to incorporate all comments within the framework of this specification at this stage of the contract. It is also obligatory on the bidder that he obtains approval on every quality assurance document, before he starts using a particular document for delivery of contracted scope of work .Participation of GAIL in review/ approval of quality plan/ QA documents does not absolve the contractor of the contractual obligations towards specified and intended use of the product (or service) provided by him under the contract.



3.3 During job execution

3.3.1 During job execution, the bidder shall fully comply with all quality documents submitted and finalized/ agreed against the requirements of this specification. Approval of GAIL on all these documents shall be sought before start of work.

3.3.2 Bidder shall produce sufficient quality records on controlled/ agreed forms such that requirements given in this specification are objectively demonstrable.

3.3.3 Bidder shall facilitate GAIL during quality/technical audits at his works/ sites.

3.3.4 Bidder shall discharge all responsibilities towards enforcement of this specification on all his sub-contractors for any part of the scope which is subcontracted.

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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4.0 QUALITY ASSURANCE SYSTEM REQUIREMENTS

4.1.1 The bidder shall nominate an overall incharge of the contract titled as "Project Manager" for the scope of work of agreed contract. The name of this person shall be duly intimated to GAIL, including all subsequent changes, if any. GAIL shall correspond only with the project manager of the bidder on all matters of the project. The project manager of the bidder shall be responsible for co-ordination and management of activities with bidders's organization and all sub-vendors appointed by the bidder.

4.1.2 After award of work the bidder may review augmentation of manpower and resources deployment chart (Submitted earlier), detail it out, if so consented by GAIL and resubmit the same as "Issued for Implementation".

4.2 The bidder shall plan the contract scope of work on quality plan format such that no major variation is expected during delivery of contract scope of work. This quality plan shall be made on enclosed format complete in all respect.

The quality plan shall be assumed to be detailing bidder's understanding and planning for the contract/ offered scope of work. The bidder shall plan the type of resources including various work methodology which he agrees to utilize for delivery of contract scope of work.



4.3 The bidder is required to review the contract at all appropriate stages to evaluate his capabilities with respect to timely and quality completion of all activities pertaining to contracted scope of work and shall report to GAIL of constraints, if any.

4.4 The design activities, if any, performed during delivery of contract scope of work shall be so controlled that the output is reliable enough. It is expected that during development of design, the bidder shall take recourse to detailed checking, inter departmental reviews and documented verification methods.

4.5 For all documents which the bidder is likely to utilize for delivery of contract scope of Work, a system must exist which assures that latest/ required version(s) of the document(s) is available at all location/ point of use.

4.6 In case the bidder decides to sub-contract any part/ full of the contract scope of work (without prejudice to main contract condition), the bidder shall :

- Evaluate the technical and financial capabilities and past performance of the sub- contractor(s) and their products and/ or services before awarding them with



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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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the sub-Contracted scope of work. Selection of a subcontractor should meet GAIL approval in documented form.

- Requirement of this specification shall be enforced on sub-contracted agency also. The bidder shall choose sub-contractor based on their capability to meet requirements of this specification also.

NOTE : It may so happen that, in a given situation, a sub-contractor may not have a system meeting the requirements of this specification. In all such eventualities, bidder may lend his system to sub-contractor for the contract such that sub- contractor effectively meets the requirements of this specification. In all such cases GAIL shall be duly informed.

- 4.7 Bidder shall establish adequate methodology such that the materials supplied by the GAIL shall be adequately preserved, handled and made use of for the purpose for which they are provided.
- 4.8 All output delivered against contract scope of work shall be suitably identified in such a manner that either through identification or some other means, sufficient traceability is maintained which permits effective resolution of any problem reported in the outputs.
- 4.9 Critical activities shall be identified and the bidder is required to have documented methodologies which he is going to utilize for carrying out such activities under the contract scope of work. Wherever it is difficult to fully inspect or verify the output (special process), bidder shall pre-qualify, the performers and methodologies.
- 4.10 All inspections carried out by the bidder's surveillance/ inspection staff shall be in conformity to quality plans and/or inspection and test plans. All inspection results shall be duly documented on controlled/ agreed forms such that results can be co-related to specific product that was inspected / tested.
- 4.11 All inspection, measuring & test equipments (IMTEs) shall be duly calibrated as per National /International standards/ codes and only, calibrated and certified IMTEs shall be utilized for delivery of contract scope of work.
- 4.12 All outputs/ products delivered against contract scope of work shall be duly marked such that their inspection status is clearly evident during all stages/ period of the contract.

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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- 4.13 All non-conformities (NCs) found by the contractor's inspection/ surveillance staff shall be duly recorded, including their disposal action. The deficiencies observed during stage of the product, shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the bidder for all repetitive NCs, including deficiencies.
- 4.14 All deficiencies noticed by GAIL representative(s) shall be recorded on a controlled form (Format No. S-04-06-001-F2). Such deficiencies shall be analyzed by the bidder and effective and appropriate correction, corrective and preventive actions shall be implemented. Bidder shall intimate GAIL of all such corrective and preventive action implemented by him.
- 4.15 Bidder shall establish appropriate methodologies for safe and effective handling, storage, preservation of various materials/ inputs encountered during delivery of contract scope of work.
- 4.16 Bidder shall prepare sufficient records for various processes carried out by him for delivery of contract scope of work such that requirements of this specification are objectively demonstrable. In case GAIL finds that enough objective evidence/ recording is not available for any particular process, bidder shall be obliged to make additional records so as to provide sufficient objective evidence. The decision of GAIL shall be final and binding on such issues.
- 4.17 The bidder shall arrange internal quality audits at quarterly intervals, to independently assess the conformance by various performers to the requirements of this specification. The findings of such assessment shall be duly recorded and a copy shall be sent to GAIL for review.
- 4.18 For all special processes, bidder shall deploy only qualified performers. Wherever GAIL observes any deficiency, the bidder shall arrange the adequate training to the performer(s) before any further delivery of work.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**CONDITIONS FOR ISSUE AND
RECONCILIATION OF MATERIAL
(ANNEXURE – 8 to SCC)**



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-8 TO SCC

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable. The estimated value of Free-Issue Material is as follows:

- Group A - VIP LINE - INR 2.69 Crore
- Group B - GNFC LINE - INR 10.67 Crore

1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.

1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.

1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.

1.4 No material shall be allowed to be taken outside the plant without a gate pass.

1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 RETURN OF UNUSED MATERIAL

1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).

1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.



1.6.3 In case the Contractor fails to return unused materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected as per penal rates (i.e. 200% of landed cost) from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**LIST OF MINIMUM EQUIPMENT TO BE
DEPLOYED BY THE BIDDER**
(Annexure- 9 of Special Condition of
Contract)

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-9 TO SCC

LIST OF MINIMUM EQUIPMENT TO BE DEPLOYED BY THE BIDDER AS MENTIONED IN VOL-II OF II



SPECIAL CONDITIONS OF CONTRACT (SCC)



**MINIMUM EQUIPMENTS REQUIRED TO BE
OWNED BY THE BIDDER
(Annexure- 9A of Special Condition of
Contract)**

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-9A TO SCC



DELETED



SPECIAL CONDITIONS OF CONTRACT (SCC)



**MINIMUM NO. OF SKILLED MANPOWER TO BE
DEPLOYED**
(Annexure-10 of Special Condition of
Contract)

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-10 TO SCC



MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED PER SPREAD

| SI. No | DESCRIPTION | REQUIREMENT |
|--------|---|---------------|
| 1. | Construction Manager / Section In-charge | 1 |
| 2. | Planning engineer/ QA-QC engineer | 1 |
| 3. | Safety officer | 1 |
| 4. | Surveyor (with equipment) | 1 |
| 5. | Welding/ NDT engineer | N.A. |
| 6. | Discipline Engineer's (Civil/ Mech/ Elec) | N.A. |
| 7. | Foreman / Supervisor | N.A. |
| 8. | Store keeper / store in-charge | 1/1 |
| 9. | Welder | N.A. |
| 10. | Fitter | N.A. |
| 11. | Grinder | N.A. |
| 12. | Machine operator | As Reqd. |
| 13. | Blast cleaning crew | 1 or As Reqd. |
| 14. | Electrician / Machine mechanic | N.A. |
| 15. | Rigger | N.A. |
| 16. | Drivers | As Reqd. |
| 17. | Pipe bending Crew | N.A. |
| 18. | Thrust/ Hor. Auger Boring crew | N.A. |
| 19. | X-ray / Gamma Ray crew | N.A. |
| 20. | Hydro-testing crew | N.A. |
| 21. | Coating crew | 1 or As Reqd. |
| 22. | Holiday testing crew | 1 or As Reqd. |
| 23. | Unskilled workers | As Reqd. |

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

NOTES :-

- (1) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule for each section is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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and quoted price.

- (2) The Manpower as identified above should have required qualification and adequate relevant experience.
- (3) Contractor shall mobilize Resident Construction Manager/ Section-in-charge, QA/QC Engineer/ Planning Engineer/ Safety Officer who will be the permanent employees of the Contractor.



QA/QC Engineer shall have min. AMPP/NACE/SSPC level-II or equivalent coating inspector certificate and at least 3 years of relevant experience for such work.

- (4) CV of proposed Resident Construction Manager/ Section-in-charge, QA/QC Engineer, Planning Engineer & Safety Officer to be submitted along with the bid. The experience should be related to execution of Cross Country Hydrocarbon Transportation Pipeline laying.
- (5) These manpower are to be mobilized per section within 30 days of award of work.

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EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

(Annexure- 10A of Special Condition of
Contract)

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-10A TO SCC

EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

- The Bidder must provide a detailed organizational chart indicating the organization or personnel and equipment for each phase of the Works. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after LOA issuance shall be approved by Owner / Owner's representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction:

| Sl. No. | Position | Qualification & Knowledge | Experience | No. of Key Personnel (minimum) |
|---------|---|--|--|--------------------------------|
| 1. | Construction Manager / Construction In-Charge | Degree / Diploma in Civil / Mechanical Engineering | At least 8 years' experience for Degree holder and 12 years for Diploma holder in Construction of Cross country pipeline including station piping in Hydrocarbon Pipelines (Oil & Gas). Out of the 8/12 years' experience, at least 5/8 years experience must be in similar position in works related to construction of hydrocarbon pipeline projects. | 1 No. |
| 2. | Safety Officer | Degree / Diploma in Engineering | At least 4 years of experience for Degree holder and 8 years for Diploma holder in Safety Management in construction of cross country Hydrocarbon pipeline including station piping for the same. | 1 No. |

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|----|------------------|--|---|-------|
| 3. | QA / QC Engineer | Degree / Diploma in Mechanical Engineering | <p>At least 4 years of experience for Degree holder and 8 years for Diploma holder in quality/ NDT management in construction of hydrocarbon pipeline including station piping for the same and out of which shall have min. AMPP/NACE/SSPC level-II or equivalent coating inspector certificate and at least 3 years of relevant experience.</p> | 1 No. |
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SPECIAL CONDITIONS OF CONTRACT (SCC)



**HIRING / RECOVERY RATE FOR
DEPLOYMENT OF MANPOWER (Annexure-11
of Special Condition of Contract)**

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE -11 TO SCC

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

| Sl. No. | Classification Personnel | Rates per day of Normal Hours (in Rs.) | Rate per hour for OT, Sunday & Holiday (in Rs.) |
|---------|--|---|--|
| 1. | Foreman | 2000 | 430 |
| 2. | Supervisor | 2000 | 430 |
| 3. | Engineer | 2500 | 650 |
| 4. | Gas Cutter | 700 | 170 |
| 5. | Grinder | 700 | 170 |
| 6. | Brick Mason | 520 | 120 |
| 7. | Stone Mason | 520 | 120 |
| 8. | Structural welder | 1000 | 260 |
| 9. | Qualified Arc welder – manual / semi automatic | 1500 | 260 |
| 10. | Qualified Arc welder – automatic | 2000 | 430 |
| 11. | Welder helper | 300 | 120 |
| 12. | Pipe Fitter /Bender | 750 | 150 |
| 13. | Structural Fitter | 650 | 120 |
| 14. | Pipeline Fitter | 850 | 190 |
| 15. | Coater | 520 | 120 |
| 16. | Mechanic | 520 | 120 |
| 17. | Site Equipment / Machine Operator | 520 | 120 |
| 18. | Electrician | 600 | 150 |
| 19. | Fabricator | 650 | 150 |

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

| Sl. No. | Classification Personnel | Rates per day of Normal Hours (in Rs.) | Rate per hour for OT, Sunday & Holiday (in Rs.) |
|---------|---|---|--|
| 20. | Carpenter | 500 | 130 |
| 21. | Plumber | 500 | 120 |
| 22. | Painter | 500 | 120 |
| 23. | Cable Jointer | 780 | 190 |
| 24. | Instrumentation Technician | 1000 | 190 |
| 25. | Insulator | 600 | 120 |
| 26. | Rigger | 400 | 110 |
| 27. | Bhisti (water man) | 250 | 60 |
| 28. | Heavy duty driver | 700 | 170 |
| 29. | Civil Surveyor | 750 | 130 |
| 30. | Document Controller | 1000 | 300 |
| 31. | Account Officer | 1500 | 360 |
| 32. | Store Keeper / Incharge | 1000 | 300 |
| 33. | AUT Interpreter | 5000 | 750 |
| 34. | Liasioning Team (2 persons) | 2000 | 430 |
| 35. | Light duty driver | 500 | 120 |
| 36. | Sand Blaster | 500 | 130 |
| 37. | Qualified Surveyor | 750 | 130 |
| 38. | Un skilled Worker | 250 | 80 |
| 39. | Construction Manager | 10000 | 1000 |
| 40. | QA/QC / Safety / Planning / NDT Engineer | 5000 | 750 |

(SIGNATURE OF BIDDER)

NOTES:-



1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
3. The recovery rates shall be the rates provided above plus 20% (twenty percent).



SPECIAL CONDITIONS OF CONTRACT (SCC)



EQUIPMENT HIRING/RECOVERY RATES (Annexure-12 of Special Condition of Contract)

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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ANNEXURE-12 TO SCC

EQUIPMENT HIRING/RECOVERY RATES

| SL. NO. | DESCRIPTION OF EQUIPMENT | HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES & FUEL |
|----------------|--|--|
| 1. | Excavator / Back Hoe-Ex 280 / 300 & Above or Equivalent | Rs. 7500 |
| 2. | Excavator / Back Hoe-Ex 200 & Above or Equivalent | Rs. 7000 |
| 3. | Pipe Layer/Side Boom – 70 T & Above Capacity | Rs. 9500 |
| 4. | Pipe Layer/Side Boom – 60 T & Above Capacity | Rs. 8500 |
| 5. | Pipe Layer/Side Boom – 40 T & Above Capacity | Rs. 8000 |
| 6. | Pipe Bending Machine | Rs. 7000 |
| 7. | Dozer with Ripper – D7/D6 or Equivalent | Rs. 4500 |
| 8. | DG Welding Machines | Rs. 200 |
| 9. | Semi Auto Welding Machines | Rs. 2000 |
| 10. | Dozer with Ripper – D8 or Equivalent | Rs. 7500 |
| 11. | Hydra (8 – 10 MT) | Rs. 3500 |
| 12. | Auto Welding Crew (3 welding machine per crew along with two internal clamp) | Rs. 75000 |
| 13. | Pipe facing (Bevelling) machine (appropriate size) for Automatic Welding | Rs. 3000 |
| 14. | Horizontal Auger Boring Machine with Rock breaking tool | Rs. 3500 |
| 15. | Pipe Clamp (Pneumatic/Hydraulic) – Internal | Rs. 1000 |
| 16. | Tyre Mounted Cranes (75 MT & above) | Rs. 7500 |
| 17. | HDD Rig with All Equipments & Accessories (Cap. 150 T and above) | Rs. 50000 |
| 18. | X-Ray M/C – Internal Crawler | Rs. 2500 |
| 19. | X-Ray M/C – External | Rs. 1800 |
| 20. | Gamma Source | Rs. 600 |
| 21. | Water Lifting Pump (400 m ³ /hr. & above) | Rs. 850 |
| 22. | Filling Pumps (400 TO 1000 M ³ /HR) | Rs. 900 |
| 23. | Pressurization Pump – Motorized | Rs. 3000 |
| 24. | AUT with operators | Rs. 15000 |
| 25. | Induction/Resistance Heating Equipment or LPG Multi Torch. | Rs. 3000 |

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

| SL. NO. | DESCRIPTION OF EQUIPMENT | HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES & FUEL |
|----------------|--|--|
| 26. | Air Compressor – (300CFM) | Rs. 2000 |
| 27. | Air Compressor – (450/600/800 CFM) | Rs. 2500 |
| 28. | Air Compressor – (1000-1500 CFM) | Rs. 2800 |
| 29. | D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators) | Rs. 3000 |
| 30. | Blast Cleaning Machine | Rs. 200 |
| 31. | Pipe Trailers (FB / Semi Low Bed) | Rs. 3500 |
| 32. | Mono drill crawler mounted | Rs. 3000 |
| 33. | Hand drill(pneumatic)for rock blasting | Rs. 2000 |
| 34. | Rock breaker attachment | Rs. 3000 |
| 35. | Dozing Pump | Rs. 250 |
| 36. | Bevel Cutting Machine –Manual | Rs. 600 |
| 37. | UT Machine with operator | Rs. 500 |
| 38. | Dewatering Pump | Rs. 800 |
| 39. | Holiday Detector Unit | Rs. 400 |
| 40. | Dead WT Tester | Rs. 200 |
| 41. | Dumper / Tippers | Rs. 1500 |
| 42. | Pipe locator | Rs. 500 |
| 43. | Pipe Clamp – External | Rs. 500 |
| 44. | Cable Cranes | Rs.8000 |
| 45. | Pipe Trailer for Coated Line Pipe | Rs. 3000 |
| 46. | Rock Breaking Machine with Excavator | Rs. 5600/- |
| 47. | Tyre Mounted Cranes (10 - 30 MT) | Rs. 4500/- |
| 48. | Grinding machine | Rs. 200/- |
| 49. | Gas cutting set with cylinders | Rs. 350/- |
| 50. | Trucks with driver | Rs. 2000/- |
| 51. | Car/Jeep with driver | Rs. 800/- |
| 52. | Tractor with trolley | Rs. 600/- |
| 53. | Tripod with 5 Tons Chain Pulley Block | Rs. 300/- |
| 54. | Pneumatic Drill (Tractor mounted for blasting) with Compressor | Rs. 3500/- |

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|  | SPECIAL CONDITIONS OF CONTRACT (SCC) |  |
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(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
3. Rates are inclusive of operators / drivers as applicable.
4. Rates are inclusive of contractor's overheads & profit.
5. The recovery rates shall be the rates provided above plus 20% (twenty percent).

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GAIL.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

- a. The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GAIL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GAIL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex-gratia (**made on yearly basis**) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contract.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. As per the **Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable)**: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GAIL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-)**

under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the “International Workers” and must register on the *International Worker Portal of EPFO*.

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area or in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability under Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GAIL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.

- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
 - d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
 - e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GAIL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
 - f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, GAIL as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.**
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GAIL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GAIL.
4. The Contractor shall also indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy & efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.)
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GAIL while at the site/work. All existing and amended safety / fire rules of GAIL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.

- 11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.
- 12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / GAIL's Doctor.
- 13. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume alcoholic drinks or any narcotics within the premises of GAIL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
- 14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
- 15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity** to candidates with experience of **apprentice training in GAIL** under the provisions of the Apprentices Act, 1961.
- 16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GAIL or at a place **within a radius of three kilometers**.
- 17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
- 18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of GAIL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
- 19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
- 20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
- 21. **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GAIL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GAIL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.

- d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GAIL and has come to the notice of GAIL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GAIL.
- 22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
- 23. *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.*
- 24. *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal.*

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The Contractor shall submit evidence / proof to GAIL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GAIL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana– if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY) /Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform GAIL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at *Annexure-iv*
- vii. Copy of **Labour Identification Number (i.e. LIN) Registration** done in **Shram Suvidha Portal** of Govt. of India.
- viii. Copy of registration under the Building and Other Construction Workers (RE&CS) Act, 1996 in case he employs ten or more building workers in any building or other construction work.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes

into force) duly certified by **authorized representative** of the Contractor and **authorised person** in GAIL certifying as “*Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at ----- (place)*” along with **copy of bank statement** duly certified by bank and *copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment* as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**

- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in GAIL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in statement as per **Annexure- i.**
- v. Copy of Wage Slips in FORM XIX
- vi. *Proof of deposit of Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable)*

c) **At the time of closure of contract**

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GAIL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii.**
- ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. *Proof towards PF KYC compliance of contract workers*
- x. *Proof of deposit of total Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).*

4. **Verifications of bills and documents submitted by the Contractor**

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GAIL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GAIL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Statement in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
 (a) Extension Period of Contract, if any from _____ to _____
 (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

| Category | No. of Resources | | Prevailing Minimum Wages |
|----------------|------------------|--------|--------------------------|
| | Male | Female | |
| Unskilled | | | |
| Semi-skilled | | | |
| Skilled | | | |
| Highly skilled | | | |
| Total | | | |

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
 a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
 a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
 If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

INDEMNITY BOND

WHEREAS GAIL(India) Limited (hereinafter referred to as GAIL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with <name of the Contractor> Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for <NAME OF THE CONTRACT> ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GAIL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GAIL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to GAIL forthwith, on demand, without protest the loss suffered by GAIL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with GAIL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of GAIL arising from any such contract/case for which GAIL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of resources as per the tender conditions.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed GAIL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....
Name of Bidder.....

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

| Sl. No. | SCHEME | APPLICABILITY | PREMIUM/ CONTRIBUTION | SUM ASSURED/ BENEFITS | REMARKS |
|---------|---|---|---|--|---|
| 1 | The Employees' State Insurance Act, 1948 | Applicable to all resources of the Contractor (within ESI wage limit) working in notified area. | 3.25% of wages by employer 0.75% of wages by employees | Benefits under the Employees' State Insurance Act, 1948. | |
| 2 | The Employees' Compensation Act, 1923 (in lieu of ESI - mentioned at Sl. 1) | Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948 | Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m. currently) | Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children | Provides compensation and medical facility to resources. |
| 3 | Group personal Accident Insurance | Applicable to all resources of the Contractor | Based on the coverage | Insured value: Rs. 5 Lakh to cover expenses associated with any accident. | Death, permanent disablement, temporary total disability or any other medical expenses related to accident. |
| 4 | Pradhan Matri Suraksha Bima Yojana (PMSBY) | Eligibility - age group 18 to 70 years | Rs. 12/- per annum | Accidental death and permanent disability: (i) Permanent total disability - Rs. 2 lakhs. (ii) Permanent partial disability - Rs. 1 Lakh. | |
| 5 | Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) | Eligibility - age group 18 to 50 years. (can continue upto 55 years) | Rs. 330/- per annum. | Risk coverage - Rs. 2 Lakhs- in case of death due to any reason | |



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION – VIII
SCHEDULE OF RATES
Attached Separately