

HAR KAAM DESH KE NAAM



GAIL INDIA LIMITED

**CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES
FOR
M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD
VOLUME I OF II (COMMERCIAL)**



E-TENDER REF :8000017018

(BID DOCUMENT NO - 034/LEPL/GAIL/22-R0)

LIMITED DOMESTIC COMPETITIVE BIDDING



Lyons Engineering Pvt. Ltd.

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	INVITATION FOR BIDS (IFB)	
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SECTION-I
"INVITATION FOR BID (IFB)"

E- Tender ref : 8000017018

Date: 16.07.2020

To,

EMPANELLED BIDDERS

SUB: TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR M/S. TGPL MORADABAD AND TGPL GORAKHPUR

Dear Sir/Madam,

1.0 **GAIL (India) Limited [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 youngest Maharatna has appointed M/s. Lyons Engineering Pvt. Ltd. as Project Management Constultant.

2.0 Lyons Engineering Pvt. Ltd. on behalf of GAIL (India) Ltd. invites bids from **empanelled bidders** for the subject job/works, in complete accordance with the following details and enclosed Tender Documents. Bids submitted online on e-tendering portal of GAIL (<https://etender.gail.co.in>) shall only be considered for processing.

3.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Construction of Steel Pipelines and Associated facilities for M/s. TGPL Moradabad and TGPL Gorakhpur	
(B)	TENDER NO. & DATE	8000017018 DTD. 16.7.2020	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>

	INVITATION FOR BIDS (IFB)	
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(D)	TYPE OF TENDER	<table border="1"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO.: 8000017018</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	Completion period shall be 24 Weeks from the date of placement of FOA for each Connectivity				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>PART A: TGPL GORAKHPUR: 1,52,500.00 PART B: TGPL MORADABAD: 1,30,900.00</p> <p>(Refer clause no.16 of ITB)</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 16.7.2020 (14 Hrs, IST) to 24.7.2020 (14 Hrs, IST) on following websites:</p> <p>(i) GAIL's Tender Website – www.gailtenders.in</p> <p>(ii) <u>Govt. CPP Portal - https://eprocure.gov.in</u></p> <p>(iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in</p> <p>(iv) PMC : www.lyonsengineers.com</p>				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not applicable				
(I)	DUE DATE & TIME OF UNPRICED BID-SUBMISSION	Date : 24.07.2020 Time : 1400 Hrs				

	INVITATION FOR BIDS (IFB)	
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(J)	DATE, TIME AND VENUE OF UNPRICED BID OPENING	Date : 24.07.2020 Time : 1500 Hrs Through Webinar
(K)	CONTACT DETAILS	Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi – 110024 Phone – 011 -49508755 e-mail : girish.kumar@lyonsengineers.com

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 depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 The following documents in addition to uploading in the bid on GAIL's e-tendering website 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 Bid Data Sheet(BDS):-

- i) EMD/Bid Security (if applicable)
- ii) Power of Attorney
- iii) Integrity Pact (if applicable)

In case bidder is facing difficulty in delivering the original documents within 7 days of bid due date due to Covid-19 lockdown, bidder shall submit the same after normalization of situation.

5.0 A Bidder can submit their bid for one Part or both the Part. Bid Security applicable for each Part shall be submitted separately and **not** on cumulative basis. Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Deleted

8.0 Deleted

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested

	INVITATION FOR BIDS (IFB)	
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to visit the website regularly to keep themselves updated.

10.0 Deleted

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document - VOID

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

13.0 EVALUATION METHODOLOGY

Evaluation shall be done on rate of % quoted on Part – wise basis as per the SOR Summary Sheet separately and inclusive of GST.

Estimated quantities, item-wise rates (inclusive of all taxes and duties excluding GST) and total estimated price is indicated in the SOR.

Bidders are required to mention “INCREASE” OR “ DECREASE” and quote **% age** in figure as well as in words in the requisite cells in the Summary Sheet by which total estimated price shall be increased or decreased along with loading of GST quoted in the summary sheet to arrive at bidder’s price. If there is a difference in percentage quoted in figure and words, the rate mentioned in words shall prevail.

The ranking of bidders (L-1, L-2, L3....) shall be determined by the bidder’s quoted price (arrived after applying quoted % age increase or decrease on total estimated price) in ascending order.

In case of tie ie. more than one bidder quotes the same price for a part, the rank will be decided based on the turnover of last audited financial year. As an example, in case two bidders become L1, bidder having higher turnover in last audited financial year will be considered as L-1 and other bidder will be L-2.

If a bidder is L1 for both the Parts, work have to be started simultaneously in both the parts together.

14.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED FOR AVAILING EXEMPTION IN BID SECURITY ETC.

In case bidder is unable to get the documents attested by Chartered Accountant and Notary Public due to Covid -19 lockdown, bidder can self certify the documents and submit the same. The authenticated documents will be submitted by the bidder on

	INVITATION FOR BIDS (IFB)	
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whom order is placed after normalisation of situation. In this case bidder need to submit a declaration as per Format F-18.

This is not an Order.

For & on behalf of
GAIL (India) Limited

Head (C& P)
Lyons Engineering Pvt. Ltd.
C – 35, Lajpat Nagar – I,
New Delhi - 110 024

	INVITATION FOR BIDS (IFB)	
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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : 8000017018

Description : Tender for Construction of Pipeline and Associated Facilities for TGPL MORADABAD AND TGPL GORAKHPUR.

Due Date& Time : 24.07.2020 ; 1400 HRs

From:

To:

<p>.....</p> <p>.....</p>	<p>Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi - 110024</p>
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(To be pasted on the envelope containing Physical documents)





INSTRUCTION TO BIDDERS



SECTION-III

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



INSTRUCTION TO BIDDERS



INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS



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INSTRUCTION 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 Bidding Document/Tender 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 Bidding 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 Bidding 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 This Tender is for empanelled Bidders.

3 Deleted

4 Deleted

5 COST OF BIDDING (As per ITB of Empanelment Tender ref: 8000014861)

6 SITE VISIT (As per ITB of Empanelment Tender ref: 8000014861)



INSTRUCTION TO BIDDERS



[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

Volume I of II consisting of

- Section-I : Invitation for Bid [IFB]
- Section-II : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-III : General Conditions of Contract [GCC]
- Section-IV : Special Conditions of Contract [SCC]
- Section –V : Schedule of Rates

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

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 BIDDING DOCUMENTS ((As per ITB of Empanelment Tender ref: 8000014861)

9 AMENDMENT OF BIDDING DOCUMENTS ((As per ITB of Empanelment Tender ref: 8000014861)

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID: (As per ITB of Empanelment Tender ref: 8000014861)

11. DOCUMENTS COMPRISING THE BID



INSTRUCTION TO BIDDERS



11.1 The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: “ BID”** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11 (Not applicable)'
- (l) Undertaking on the Letter head, as per the Form F-12.
- (m) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (n) EMD in original as per Clause 16 of ITB
- (o) All forms and Formats including Annexures
- (p) 'Integrity Pact' as per 'Form F-14'
- (q) 'Indemnity Bond' as per 'Form F-15'
- (r) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (s) Additional document specified in Bidding Data Sheet (BDS).
- (t) 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.

11.1.2 **ENVELOPE-II: Price Bid**

- i) Bidders are required to mention “INCREASE” OR “ DECREASE” and quote % **age separately for each part** in figure as well as in words in the requisite cells in the Summary Sheet by which total estimated price shall be increased or decreased along with loading of GST quoted in the summary sheet to arrive at bidder's price.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the Summary Sheet or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the INCREASE” OR “ DECREASE % mentioned in the Summary Sheet.



INSTRUCTION TO BIDDERS



- 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 unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised % rate, such bidder(s) will be requested to withdraw the revised % rates failing which the bid will not be considered for further evaluation.

11.2 Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL's E-tendering website as follows :-

11.2.1 **PART-I: " BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GAIL's e-tendering 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 unpriced 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.

11.2.2 PRICE BID

The INCREASE OR DECREASE % age are to be filled strictly in the Summary sheet Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded the Summary Sheet along with SOR attachment in E-tendering portal.



INSTRUCTION TO BIDDERS



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.- VOID

12 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on % of INCREASE OR DECREASE 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 INCREASE OR DECREASE % must be filled in Summary Sheet of "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 INCREASE OR DECREASE % 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. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5 Prices quoted by the Bidder based on the Percentage Increase or decrease of SOR rates, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 The Bidder shall quote the Percentage of Increase or decrease % of SOR rates in 'figures' & words. There should not be any discrepancy between the rates indicated in figures and the rates indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.



INSTRUCTION TO BIDDERS



12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in Summary Sheet.

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 Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an 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 Supplier of Goods / Services (Service Provider) with requisite details.

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

13.3 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. 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.



INSTRUCTION TO BIDDERS



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 a period of Six months after following the due procedures. This action will be in addition to right to 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 Supplier of Goods / Services (Service Provider) 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 Service Provider'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 applicable **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 the 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 Supplier of Goods / Services (Service Provider) at actuals against submission of 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 **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.



INSTRUCTION TO BIDDERS



13.6 Where the 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 Supplier of Goods / Services (Service Provider) at actuals against submission of 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 applicable **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, 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 considered for evaluation of bid as per evaluation methodology of tender 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), 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 Supplier of Goods/Services with requisite details.



INSTRUCTION TO BIDDERS



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 amount paid or becomes payable by GAIL in future to the Supplier/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 Supplier of Goods / Services may note the above and quote their prices accordingly.

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by 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 Wherever TDS under GST Laws has been deducted from the invoices raised/payments made to the Vendors, as per the provisions of the GST law/Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificate option).

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'.



INSTRUCTION TO BIDDERS



15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. 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.

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' [in favour of GAIL (India) Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F 2/ F- 2A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

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

16.2 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 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.

16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GAIL as non-responsive.

16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.5 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.

16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice



INSTRUCTION TO BIDDERS



- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (i) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 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.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter along with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 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.”



INSTRUCTION TO BIDDERS



- 17 Deleted
- 18 **FORMAT AND SIGNING OF BID** ((As per ITB of Empanelment Tender ref: 8000014861)
- 19 **ZERO DEVIATION AND REJECTION CRITERIA** ((As per ITB of Empanelment Tender ref: 8000014861)
- 20 **E-PAYMENT** ((As per ITB of Empanelment Tender ref: 8000014861)

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

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.
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 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 GAIL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.



INSTRUCTION TO BIDDERS



- 23.2 In case of e-tendering, e-tendering system of GAIL 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 bid bond/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 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 Deleted

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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 or Bidders or any obligations to inform the affected Bidder or Bidders 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.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Deleted

26.2 Bid Opening:

- 26.2.1 GAIL will open the bids as per date and time specified in the Tender document. Bidders may depute their authorized representative to attend the bid opening. The



INSTRUCTION TO BIDDERS



bidders' representatives, who are present shall sign a register evidencing their attendance.

26.2.2 The price bids of those bidders who have not submitted EMD shall not be opened and shall be rejected.

27 CONFIDENTIALITY (As per ITB of Empanelment Tender ref: 8000014861)

28 CONTACTING THE EMPLOYER(As per ITB of Empanelment Tender ref: 8000014861)

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (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"

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.

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.



INSTRUCTION TO BIDDERS



- 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 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.
- 30 CORRECTION OF ERRORS (As per ITB of Empanelment Tender ref: 8000014861)**

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.

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.

33 Deleted

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue.

[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.



INSTRUCTION TO BIDDERS



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

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 Fax / 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/Service Provider). 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 as per "ITB: Clause-37".

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 / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

- 37.1 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.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' 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' 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 constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 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



INSTRUCTION TO BIDDERS



accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/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)** to be reimbursed by the Owner.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. 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. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 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, the bidder can submit CPBG on line through issuing bank to GAIL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.6 In case of of forfeiture of Contract Performance Security/Security Deposit, 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 conditons of order/Contract.
- 38.7 BG/LC/DD issued by Yes Bank will not be accepted by GAIL.



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39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES (As per ITB of Empanelment Tender ref: 8000014861)

39.3 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 Vendors/ Suppliers / Contractors/Bidders/ Consultants 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), 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 Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant 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 Vendor/ Supplier / Contractor/ Bidder/Consultant 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 DELETED

41 AHR ITEMS - DELETED

42 VENDOR PERFORMANCE EVALUATION As per ITB of Empanelment Tender ref: 8000014861)

43 INCOME TAX & CORPORATE TAX As per ITB of Empanelment Tender ref: 8000014861)

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL(As per ITB of Empanelment Tender ref: 8000014861)

44 DISPUTE RESOLUTION MECHANISM (As per ITB of Empanelment Tender ref: 8000014861)



INSTRUCTION TO BIDDERS



45 DISPUTES BETWEEN CPSE'S / GOVERNMENT DEPARTMENT'S / ORGANIZATIONS (As per ITB of Empanelment Tender ref: 8000014861)

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) (As per ITB of Empanelment Tender ref: 8000014861)

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS (As per ITB of Empanelment Tender ref: 8000014861)

48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY As per ITB of Empanelment Tender ref: 8000014861)

49. QUARTERLY CLOSURE OF THE CONTRACT (As per ITB of Empanelment Tender ref: 8000014861)

50. Deleted

51. PROVISION FOR SUBMISSION OF SECURITY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE THROUGH ADDITIONAL MODE -ONLINE BANKING TRANSACTION (As per ITB of Empanelment Tender ref: 8000014861)

52. PRICE REDUCTION SCHEDULE (As per ITB of Empanelment Tender ref: 8000014861)



INSTRUCTION TO BIDDERS



Annexure-I

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**
(As per ITB of Empanelment Tender ref: 8000014861)

ANNEXURE-II

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

(As per ITB of Empanelment Tender ref: 8000014861)

Annexure-III

**ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**
(As per ITB of Empanelment Tender ref: 8000014861)



INSTRUCTION TO BIDDERS



ANNEXURE-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				
1.2	The Invitation for Bids/ Tender no is : 8000017018				
1.1	The Employer/Owner is: GAIL (India) Limited				
2.1	The name of the Works/Services to be performed is: <u>CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL MORADABAD AND TGPL GORAKHPUR</u>				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">√</td> </tr> </table>	APPLICABLE		NOT APPLICABLE	√
APPLICABLE					
NOT APPLICABLE	√				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi – 110 024 E mail : girish.kumar@lyonsengineers.com				



INSTRUCTION TO BIDDERS



C. PREPARATION OF BIDS

ITB	Description												
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): Not applicable												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: Not applicable												
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="399 890 1040 1052"> <tr> <td data-bbox="399 890 737 953">YES</td> <td data-bbox="737 890 1040 953"></td> </tr> <tr> <td data-bbox="399 953 737 1052">NO</td> <td data-bbox="737 953 1040 1052">√</td> </tr> </table>	YES		NO	√								
YES													
NO	√												
14	The currency of the Bid shall be INR												
15	The bid validity period shall be 3 months from final 'Bid Due Date'.												
16.1	<p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of GAIL (India) Limited, payable at NOIDA. BG/LC/DD issued by Yes Bank will not be accepted by GAIL.</p> <p>Details of GAIL's Bank is</p> <table border="1" data-bbox="376 1409 1383 1854"> <thead> <tr> <th colspan="2" data-bbox="376 1409 1383 1461">STATE BANK OF INDIA</th> </tr> </thead> <tbody> <tr> <td data-bbox="376 1461 808 1528">Bank Account No.</td> <td data-bbox="808 1461 1383 1528">000000032849362991</td> </tr> <tr> <td data-bbox="376 1528 808 1675">Bank Address:</td> <td data-bbox="808 1528 1383 1675">CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</td> </tr> <tr> <td data-bbox="376 1675 808 1738">IFSC CODE</td> <td data-bbox="808 1675 1383 1738">SBIN0017313</td> </tr> <tr> <td data-bbox="376 1738 808 1801">SWIFT CODE</td> <td data-bbox="808 1738 1383 1801">SBININBB824</td> </tr> <tr> <td data-bbox="376 1801 808 1854">MICR CODE</td> <td data-bbox="808 1801 1383 1854">110002562</td> </tr> </tbody> </table>	STATE BANK OF INDIA		Bank Account No.	000000032849362991	Bank Address:	CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.	IFSC CODE	SBIN0017313	SWIFT CODE	SBININBB824	MICR CODE	110002562
STATE BANK OF INDIA													
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IFSC CODE	SBIN0017313												
SWIFT CODE	SBININBB824												
MICR CODE	110002562												



INSTRUCTION TO BIDDERS



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	The E-Tender No. of this bidding process is: <u>8000017018</u>
22.3 and 4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi – 110024 Girish.kumar@lyonsengineers.com
26	The bid opening shall take place at: Through Webinar

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-I.				
33	Compensation for Extended Stay: <table border="1" data-bbox="397 1516 1018 1648"> <tr> <td>APPLICABLE</td> <td></td> </tr> <tr> <td>NOT APPLICABLE</td> <td>√</td> </tr> </table>	APPLICABLE		NOT APPLICABLE	√
APPLICABLE					
NOT APPLICABLE	√				

F. AWARD OF CONTRACT

ITB clause	Description
------------	-------------



INSTRUCTION TO BIDDERS



37	State of which stamp paper is required for Contract Agreement: Uttar Pradesh				
38	<p>Contract Performance Security/ Security Deposit</p> <table border="1"><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>The value/ amount of Contract Performance Security/ Security Deposit SD/CPBG @ 10% of 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 bill till the total amount of security deposit (including ISD and deducted amount)reaches 10% of Total Contract value.</p>	APPLICABLE	√	NOT APPLICABLE	
APPLICABLE	√				
NOT APPLICABLE					
40	<p>Whether tendered item is splittable or divisible :</p> <table border="1"><tr><td>YES</td><td></td></tr><tr><td>NO</td><td>√</td></tr></table>	YES		NO	√
YES					
NO	√				
41	<p>Provision of AHR Item :</p> <table border="1"><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>√</td></tr></table>	APPLICABLE		NOT APPLICABLE	√
APPLICABLE					
NOT APPLICABLE	√				
49	<p>Quarterly Closure of Contract</p> <table border="1"><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>	APPLICABLE	√	NOT APPLICABLE	
APPLICABLE	√				
NOT APPLICABLE					
Clause no. 27.3 of GCC	<p>Bonus for Early Completion:</p> <table border="1"><tr><td>APPLICABLE</td><td></td></tr></table>	APPLICABLE			
APPLICABLE					



INSTRUCTION TO BIDDERS



	NOT APPLICABLE	v
49	Applicability of provisions relating to Startups:	
	APPLICABLE	
	NOT APPLICABLE	v



INSTRUCTION TO BIDDERS



FORMS & FORMAT



INSTRUCTION TO BIDDERS



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER - DELETED
F-12	UNDERTAKING ON LETTERHEAD
F-13	CHECK LIST
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS
F-17	CONFIRMATION FORMAT FOR EMPANELLED BIDDERS
F-18	UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, ETC.



INSTRUCTION TO BIDDERS



F-1

BIDDER'S GENERAL INFORMATION

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State:



INSTRUCTION TO BIDDERS



		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.(refer sl. no. 8 above)	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]



INSTRUCTION TO BIDDERS



20	ESI code No.	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 50)

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

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



INSTRUCTION TO BIDDERS



F-2 BID FORM

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "_____ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

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



INSTRUCTION TO BIDDERS



F-3 LIST OF ENCLOSURES

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Bid Security/EMD*
4. Integrity Pact*
5. Power of Attorney*

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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



INSTRUCTION TO BIDDERS



FORMAT F-4
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

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 _____ having _____ our _____ Head _____ Bank _____ at _____ 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 _____.

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. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the 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 / Fax / Phone from where the Earnest Money Bond has been issued.
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 alongwith documentary evidence.



INSTRUCTION TO BIDDERS



F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by GAIL (India) Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GAIL (India) Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)



INSTRUCTION TO BIDDERS



3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

	INSTRUCTION TO BIDDERS	
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F-5
LETTER OF AUTHORITY

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

Date:

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir,

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

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

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

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

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

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



INSTRUCTION TO BIDDERS



F-6
"NO DEVIATION" CONFIRMATION

To,
GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

We hereby confirm that we are noton '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.

Further, we confirm that neither we nor our 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.

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

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.

Further, we also confirm 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 us.

Place:
Date:

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

	INSTRUCTION TO BIDDERS	
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F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for _____, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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."

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



INSTRUCTION TO BIDDERS



F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for 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).

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



INSTRUCTION TO BIDDERS



2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. 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 supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by 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 supplier/contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor's liabilities.



INSTRUCTION TO BIDDERS



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.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. 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.

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. 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. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to 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.

	INSTRUCTION TO BIDDERS	
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F-10
AGREED TERMS & CONDITIONS

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

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.

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/workare covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: GAIL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	i) Confirm acceptance of relevant Terms of Payment	



INSTRUCTION TO BIDDERS



SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GAIL or his relative is not a partner.	
16.	All correspondence must be in ENGLISH language only.	



INSTRUCTION TO BIDDERS



SI.	DESCRIPTION	BIDDER'S CONFIRMATION
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	INSTRUCTION TO BIDDERS	
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F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

Not applicable



INSTRUCTION TO BIDDERS



F-12
UNDERTAKING ON LETTERHEAD

To,

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	INSTRUCTION TO BIDDERS	
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F-13
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 maual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		As per bid submitted against empanelment tender ref : 8000014861
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		As per bid submitted as per empanelment tender ref : 8000014861

	INSTRUCTION TO BIDDERS	
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viii	Confirm submission of document along with unpriced bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed 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.		X
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		As per bid submitted against empanelment tender ref : 8000014861

Place:
Date:

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

	INSTRUCTION TO BIDDERS	
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F-14

INTEGRITY PACT

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, they would be banned from the GAIL business in future as per Section 3.
- 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.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GAIL or its associates, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Dr. Meeran Chadha Borwankar (email id : mcborwankar@gmail.com)
- ii) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
- iii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in) in GAIL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

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 and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. 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 in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.



- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. 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 cartelization in the bidding process.
- iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly 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 for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.



The image shows a handwritten signature in blue ink over a circular blue stamp. The stamp contains the text 'HOIDA U.P. (India) Limited' around the perimeter and 'HOIDA U.P.' in the center.

- iv) The Bidder / Contractor will, when presenting his bid undertakes to 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.
 - v) 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.
 - 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/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
 5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
 6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
 7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his



reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GAIL's future contract/ tender processes **for a period specified in GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per GAIL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other




Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by GAIL as per GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

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 of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. 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.



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "GAIL (India) Limited" and "Noida, U.P." in the center, with "Principal" written around the top inner edge of the circle.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. 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.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation 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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures..
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.



11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL.
12. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.
13. 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 on bias towards some bidder.
14. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. 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.

If any claim is made / lodged by either party 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 Chairperson of the Principal.

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. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
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 partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.



5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.



(Name & Designation)

For the Principal

राकेश कुमार / RAKESH KUMAR
उप महाप्रबंधक (अय एवं राबिदा) / Dy. Gen. Manager (C&P)
गैल (इंडिया) लिमिटेड / GAIL (India) Limited
जुबिली टॉवर, बी-35 एवं 36, सेक्टर-1, नोएडा-201301
Jubilee Tower, B-35 & 36, Sector-1, Noida-201301

Place -----

Date -----



(Name & Designation)

For the Bidder/Contractor

Witness 1: -----

Witness 2: -----



	INSTRUCTION TO BIDDERS	
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**F-15
INDEMNITY BOND
(As per empanelment tender ref : 8000014861)**

	INSTRUCTION TO BIDDERS	
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F-16

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	This is a limited Tender. Hence only empanelled Vendors can submit their quote.
2.0	Should the Bid Evaluation Criteria documents be attested?	Not applicable for this Tender.
3.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.
6.0	Are there are any benefits available to Startups?	No.
7.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	MSEs are exempted from payment of Bid Security.

All other terms and condition of Tender remain unaltered.

	INSTRUCTION TO BIDDERS	
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FORM F-17

CONFIRMATION FORMAT BY THE EMPANELED BIDDERS

GAIL India Ltd.
Plot No. B, 35-36,
Block B, Sector 1, Noida,
Uttar Pradesh 201301

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

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.

Note : Price bids will be opened only after submission of this Format by the Bidder

		SOR PART A		SOR PART B	
SL	Description	Bidders Confirmation			
01	Scope of Work as per Document GAIL – RFP – GN- DOC –SW -001 of Technical Volume II of II, SCC	Acceptable		Acceptable	
		Not Acceptable		Not Acceptable	
02	Bidder have furnished EMD/Bid Security details: a)EMD/ Bid Security No. & date. b) Value c)Validity				

	INSTRUCTION TO BIDDERS	
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FORM F-18

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: E-TENDER REF : 8000017018 - CONSTRUCTION OF PIPELINE AND ASSOCIATED FACILITIES FOR M/S. TGPL GORAKHPUR AND M/S. TGPL MORADABAD

UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, ETC.

To,

Dear Sir,

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC, etc. as specified in tender document. Hence, we are submitting the self-certified documents relating to BEC, etc.

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC, etc. as per tender provisions, after normalization of situation.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Name of Bidder:

Seal:

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

*GCC – Works available on GAIL's Tender website
(<http://gaitenders.in/Gaitenders/gccs.asp>).*



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION- V
SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



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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:
- (i) Detailed letter of acceptance along with statement of agreed variations and its enclosures such as schedule of rates, labour rates, etc.
 - (ii) Letter / Fax of Acceptance
 - (iii) Instruction to Bidders
 - (iv) Special Conditions of contract
 - (v) General Conditions of contract
 - (vi) Job / Particular Specifications
 - (vii) Drawings
 - (viii) Technical / Material specifications
 - (ix) Indian standards
 - (x) Other Applicable Standards.

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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 etc as per Annexure 1 to SCC.

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. Please refer Annexure 2 to SCC.

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 Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.



2.2.3.1. 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.

2.2.3.2. 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.

2.2.3.3. **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. Small quantities of materials will be transport by To-Pay basis and full length Bare /line pipe will be transported by Trailer or Truck, as per SOR Items and payment for transportation from work site to Owner's storage points will be made by Owner with direction of Engineer-in-charge.**

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

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

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

All 3LPE Coated API 5L Gr B (or higher) Carbon Steel Line pipes shall be issued on linear measurement basis. All other piping materials shall be issued on numbers basis. All cut pieces pipes measuring in length measuring 2m to 9m when returned to Owner’s storage points after bevelling, shall be considered as serviceable material. All cut pieces of pipes measuring less than 2m will be treated as wastage / scrap. All pipes above 9m will be considered as good pipe.

- (a) For the purpose of accounting of coated line pipes following maximum allowances shall be permitted.

(i)	Unaccountable wastage	:	0.1%
(ii)	Scrap (all cut pieces of pipes measuring less than 2 m)	:	0.25%
(iii)	Serviceable materials (all cut pieces of pipes measuring 2m up to 9m)	:	0.5%

Unaccountable wastage / scrap shall be at actual as per site assessment subject to maximum as stated above.



The percentage allowance shall be accounted on the basis of final weld book chainage for main pipeline and erected / approved fabrication drawings for station piping as mentioned below:

- (b) For the purpose of accounting of station piping, all cut pieces measuring in length of 1m and above when returned to Owner’s storage points after bevelling, shall be treated as serviceable materials. All cut pieces of pipes measuring less than 1m will be treated as scrap.

For the purpose of station piping following maximum allowances shall be permitted:

(i)	Unaccountable wastage	:	0.1%
(ii)	Scrap (all cut pieces of pipes measuring less than 1 m)	:	1.0%
(iii)	Serviceable materials (all cut pieces of pipes measuring 1m and above)	:	2.0%

Unaccountable wastage/ scrap shall be at actual as per site assessment subject to maximum as stated above.

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2.2.3.7. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so / or exceeds the limits of allowances specified above for scrap / serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at **150% 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 Owner. Contractor shall be responsible for the adjustment / weightment / measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

2.2.3.8. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage / scrap etc. shall be accounted for during execution stage.

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.

For SOR item no. A00300, A00350 and A00400 & A 00450 in case conduit is not used for subducting of HDPE conduit for laying/blowing of OFC cable and not supplied, recovery of Rs. 1500/meter shall be effected for work executed under both the above SOR items.

Steel Pipes, Ball valves, Insulating Joints, flanges & Fittings 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.

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 If during the execution, performance of the contractor is not satisfactory, the LMC job of that region can be got done through existing contract of other region.

2.3. Completion Period

2.3.1. The Completion period (reckon from date of FOA) shall be as follows :

	Pipeline Length		Time Schedule
(i)	As per Scope of work of Tender	:	24 Weeks

* In case Scope includes supply of Ball Valves / Flow meter/Turbine Meter / Porta Cabin / Split Tee / UPS, time schedule will be 20 Weeks instead of 10 weeks / 16 weeks.

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In case Scope of work includes Terminal works only, time schedule for completion shall be 16 weeks.

- 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, construction, laying, fabrication, erection, inspection, testing, rectifications, if any, retesting, pre-commissioning & commissioning 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. Deleted

2.4. Measurement of Works (As per Annexure 4 of SCC)



- 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 under schedule of rates on the following basis as indicated in the unit column.

(i)	Weight	:	MT or Kg
(ii)	Length	:	M (Metre)
(iii)	Number	:	No.
(iv)	Volume	:	Cu. M
(v)	Area	:	Sq. M

- 2.4.9.** Length of pipes shall be measured along the curvilinear centre of the pipelines laid / installed and shall include all types of specials, fittings, mitre bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

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

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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 Construction of Pipeline & 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 milestone payment schedule and the percentage break-ups given below. Please refer Annexure 5 to SCC.

Part-A - Main Pipeline Laying (Item Mainline of SOR)				
I	Mainline (SOR No. A 00101 to A 00110, A 00300 to A00450)			
	(i)	ROU clearing, grading and Stringing,	:	10%
	(ii)	Welding		12%
	(iii)	NDT		08%
	(iv)	Trenching Joint coating		10%
	(v)	Lowering		05%
	(vi)	HDPE ducting, otherwise to be clubbed with sr. no. ix (hydro-testing, cleaning and swabbing)		10%
	(vii)	All Tie-in Joints		10%
	(viii)	ROU Cleanup and Restoration		10%
	(ix)	Hydrotesting, Cleaning and Swabbing		10%
	(x)	OFC Blowing (Wherever applicable, otherwise to be clubbed with Sr. No. ix – Hydrotesting, Cleaning & Swabbing)		05%
	(xi)	Submission of complete final documentation, drawings & final acceptance		10%
II	Cathodic Protection (Section D of SOR)			
	1	Delivery of material at site and installation of the system (linked with main pipeline laying)	:	60%
	2	Testing & commissioning	:	30%
	3	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%
III	Other items not covered above			

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	1	Supply items and acceptance at site	:	60%
	2	Installation of same	:	30%
	3	Final acceptance	:	10%
		Where ever supply not involved, payment terms will be:		90%
		1. Completion of individual item of the work		10%
		2. After successful completion & handing over of terminal		
Part-B – Terminal				
I	Piping, Mechanical Equipments, Electrical, Instrumentation, Telecom/SCADA Works (Section B, E, F & G of SOR)			
	1	For Supply Items	:	
	(i)	On receipt of material at site, inspection at site and acceptance at site	:	80%
	(ii)	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	20%
	2	For Erection Items	:	
	(i)	On completion of installation & testing	:	90%
	(ii)	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%
	3	For Items involving both Supply & Erection	:	
	(i)	On receipt of materials at site and inspection.	:	60%
	(ii)	After erection & testing	:	30%
	(iii)	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%
II	Civil & Structural works (Section C of SOR)			
	1	Completion of individual item of work including supplies as per SOR	:	90% progressively
	2	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%
III	For Lump sum Items			



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1	Completion of individual item of work	:	90%
2	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%
IV Any other item not covered above			
1	Completion of individual item of work or supplies or both wherever involved	:	90% progressively
2	After completion of project work in all respects and acceptance by Engineer-in-charge and Submission of complete final documentation, drawings & final acceptance	:	10%

- 2.5.2.** Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner limited to 4 RA Bills & 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.
- 2.5.7** The payment of transportation charges (including loading/unloading charges) for the material dispatched from GAIL Store to site on "To Pay" basis shall be claimed by Contractor from GAIL at actuals plus 10% of the invoice value as handling charges upto a limit of Rs. 1 Lakh (One lakh only) including handling charges.

Different materials to be transported from different dispatch point (SOR No. B006010 and to SOR No. B006020) may be of ODC type. Rates to be quoted accordingly considering the size of the materials and no extra payment shall be made to the contractor on account of transporting any ODC consignment. For any O.D.C. consignments, RTO formalities will be completed by the transporter, however, any legal RTO charges due to the ODC consignments shall be reimbursed by GAIL on production of valid original receipt along with the bill. All other charges shall be in the scope of the transporter.

Quoted rates shall be inclusive of Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, except Octroi (if applicable) & GST as per Special

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Conditions of contract.

Quoted rates shall be inclusive of all incidental/Miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations.

2.5.8 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 light the same at night. 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, all licenses from all concerned authorities in respect of pipeline & all related works shall be the

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responsibility of the Owner.

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

Preparing approaches and working area for the movement and operation of the cranes, levelling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc.

The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractor's bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above

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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 (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

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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.



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

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disorderly conduct by or amongst his employees / labour and for the preservation of peace and protection of persons and property in the neighborhood 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 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.

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- 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 Purchase order value. All insurance coverage shall be valid till the completion of work i.e Gas-in / in-sertization.

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 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.

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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.

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

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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

- 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

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(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

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

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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

The Contractor shall be required to pre-fabricate the piping and MS structural members etc. for the work away from the work site and transport the prefabricated material to work site at no extra cost to the Owner.

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,

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

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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.

Wherever Structural / Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement / operation of cranes and levelling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

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 (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, 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

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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.

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

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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.

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.

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

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.

5.22. Erection of Equipment & Vessels

It may be noted by the Contractor that erection of equipment and columns by derrick shall not be permitted. Contractor will have to arrange crane of suitable capacity for the erection of such equipments. It is, therefore, advised that the Contractor should go into the details of the equipments to be erected and identify suitable capacity cranes which he proposes to use for such erection.

Cranes of adequate capacities shall be mobilized by the Contractor to enable modular erection. Owner shall not provide any crane facilities.

5.23 Excavation in hard rock:

As per SOR item no. A00100 for pipeline laying/installation (carbon steel), Trenching to all depth by excavation in all types of soils except hard rock is to be done. In case of excavation required in hard rock, extra payment on account of excavation in hard rock will be as per SOR item no. A00120 based on actual measurements for hard rock encountered as certified by the EIC.

5.24 Installation of pipes at crossings:

For installation at crossings, the following SOR items may be referred to:

- A00300(HDD in all types of soils, soft rock/murram except hard rock)
- A00350(HDD in hard rock)
- A00600(Moling in all types of soils, soft rock/murram except hard rock)

Further, Bidders are advised to conduct site visit prior to bidding to assess the site conditions



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

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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.

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.

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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) Material test and analysis certificate and chemical analysis of weld deposits.
- (ii) Welding Procedure Qualification Report.
- (iii) Welder Qualification Report.
- (iv) Heat treatment charts and reports (if applicable) (v) Radiographic Procedure Qualification.
- (vi) Radiographic Report along with radiographs
- (vii) Hydrostatic test and other test results.
- (viii) Test certificate from manufacturers for electrodes and painting material and any other material supplied by the Contractor.
- (ix) Material appropriation statement as required.
- x) Four (4) sets of **As-Built** construction drawing, Pipe Book showing therein the execution of the work duly approved by the Engineer-in-Charge along with 2 soft copy in Auto Cad Format in CD, 2 Soft Copy in PDF Format In CD (drawings prepared by Contractor).
- (xi) Other documents as mentioned in Technical Specification,

6.5.2. "AS BUILT" Drawings

Refer Job Specification/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.

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

7.0 SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/PUBLIC SECTOR UNDERTAKINGS AND PUBLIC SECTOR UNDERTAKINGS

In the event of any disputes or differences between the Contractor and the Owner, if the Contractor

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is a Government department, a Government company or an undertaking in the public sector, then such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government, If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No.55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Conciliation Act 1996 shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

8.0 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.

9.0 DEFINITIONS

- 9.1. "Bid" means the offer (unpriced as well as priced) submitted by a Bidder in response to the Invitation to Bid.
- 9.2. "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.
- 9.3. "Addendum / Amendment" means a document issued to Bidders which incorporates changes /

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corrections /additions to the Bidding Document. This shall form part of Bidding Document.

- 9.4. "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.
- 9.5. "Bidder"/"Tenderer" shall mean any company, firm or body who submit the bid consequent upon issue of Bidding Document.

10.0 CONSTRUCTION WATER & POWER SUPPLY

10.1. 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.

10.2. 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.

11.0 LAND FOR SITE OFFICE

- 11.1. 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.

12.0 Other Conditions of the Contract;

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- 12.1 Completion period shall be counted from the date of placement of FOA.
- 12.2 GAIL reserves the right to execute any single SOR item out of total SOR at one location as per requirement.
- 12.3 Quantities in SOR are estimated & payment will be made for actual work done basis on Purchase order issued.
- 12.4 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.
- 12.5 Clause no. 60.2 © of GCC has been extended to the following extent:
 “In case range of variation up to inclusive of range +50% & -100% of rate in PO, no increase and / or decrease shall be applicable in Schedule of rates”.
- 12.6 Price Reduction Schedule Clause no. 27 of GCC has been extended to the following extent:
 Executed value of the order instead of total contract order value shall be considered for reduction in price for delay. PRS shall not be applicable for delay if there is delay in handing over of ROU or physical Possession of /land subject to review and approval by EIC.

13 ABNORMALLY HIGH RATED ITEMS(AHR ITEMS)

Not applicable



14.0 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.

15.0 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.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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ANNEXURE – 1 TO SCC



SCHEDULE OF LABOUR RATES

Sl. No.	Classification Personnel	Rates in INR for 8 hours Standard Time (Rs)
1	Engineer	2500/-
2	Surveyor Foreman	2000/-
3	Pipe Fitter	850/-
4	Pipe Welder	850/-
5	Gas Cutter	700/-
6	Grinder	700/-
7	Mason	850/-
8	Plumber	815/-
9	Carpenter	815/-
10	Painter	780/-
11	Electrician	775/-
12	Cable Joints	780/-
13	Instrument Technician	1000/-
14	Rigger	400/-
15	Watchman/Helper	645/-
16	Concrete Mixer Operator	600/-
17	Heavy Machine Operator	700/-

(SIGNATURE OF BIDDER)

NOTES:-



The payment for part of the day shall be on prorated basis.
Rates are final and Bidder is to sign only without deviation.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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ANNEXURE – 2 TO SCC

EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS

Sl. No.	DESCRIPTION OF EQUIPMENT	HOURLY RENTAL RATES FOR EXTRA WORKS INCLUDING CONSUMABLES AND OPERATOR
1	Dozers	Rs 1000/-
2	Back Hoe 1.2 m ³	Rs. 1500/-
3	Back Hoe 0.7 m ³	Rs. 1000/-
4	Side Boom 45 ton	Rs. 2000/-
5	Side Boom 15 ton	Rs. 1200/-
6	Boring machine	Rs. 700/-
7	Bending machine	Rs. 900/-
8	Welding machine	Rs. 300/-
9	Compressors 210 CFM	Rs. 500/-
10	Crane upto 15 T	Rs. 1000/-
11	Dewatering Pumps	Rs. 100/-
12	Internal Clamps	Rs. 50/-
13	Holiday detector	Rs. 50/-
14	Diesel operated power generators	Rs. 400/-
15	Grinding machine	Rs. 50/-
16	Gas cutting set with cylinders	Rs. 100/-
17	Compressor 600 CFM Capacity	Rs. 3 0 0 /-
18	Trucks	Rs. 250/-
19	Car/Jeep	Rs. 125/-
20	Pipe beveling m/c	Rs. 150/-
21	Tractor with trolley	Rs. 75/-
22	Tripod with 5 Tons Chain Pulley Block	Rs. 75/-
23	Pipe Trailor 20 T capacity	Rs. 400/-

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24	High pressure test pump upto 200 Bar capacity	Rs. 450/-
25	Dumper	Rs. 200/-
26	External x-ray with generator	Rs. 500/-

Note: Rates are final and Bidder is to sign without deviation



SIGNATURE OF BIDDER



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



The brief scope of work includes installation of Pipeline and associated facilities for CGD Connectivities as per Scope of Work mentioned in Document ref : GAIL – RFP – GN- DOC –SW -001 of Technical Volume II of II. The completion period shall be 24 Weeks from the date of placement of FOA.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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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.

Steel Pipes, Ball valves, Insulating Joints, flanges & Fittings 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

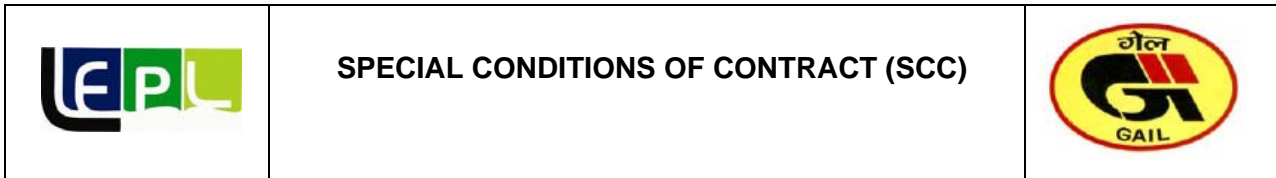
All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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



ANNEXURE-3 TO SCC

Contract Period

- 1.1.1. Completion period shall be 24 Weeks from the Date of Fax of Acceptance (FOA).
- 1.1.2. 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.
- 1.1.3 Contractor shall mobilise Man-power, machinery & other resources to construct the Pipeline & associated facilities immediately on placement of FOA.
- 1.1.4. The Completion period (reckon from "Letter of Intimation) for various Pipelines shall be as follows;
- | Pipeline Length | Time Schedule |
|------------------------|---------------|
| (As per Scope of work) | 24 Weeks |
- * In case Scope includes supply of Ball Valves / Flow meter/Turbine Meter / Porta Cabin / Split Tee / UPS, time schedule will be 20 Weeks instead of 10 weeks / 16 weeks. In case Scope of work includes Terminal works only, time schedule for completion shall be 16 weeks.
- 1.1.6. The Completion period shall include the time required for preparation of drawings (if required), procurement & supply of materials including their inspection & testing, mobilisation at site, construction, laying, fabrication, erection, inspection, testing, rectifications, if any, retesting, pre-commissioning & commissioning 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 1.1.5 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.
- 1.1.10. 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.



(STAMP & SIGNATURE OF
BIDDER



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

	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 under schedule of rates on the following basis as indicated in the unit column.
- | | | |
|-------------|---|-----------|
| i) Weight | : | MT or |
| ii) Length | : | M (Metre) |
| iii) Number | : | No. |
| iv) Volume | : | Cu.M |
| v) Area | : | Sq.M |
- 1.9 All measurements shall be in metric system. All the works in progress will be



SPECIAL CONDITIONS OF CONTRACT (SCC)



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.

2.0 **PIPING**

2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of specials, fittings, mitre bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

2.2 All Socket weld fittings & hot/cold bends, reducers etc. for size 1½" and below shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping of size 1½" and below shall be inclusive of this work.

2.3 Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the contractor within his quoted rates for piping.

2.4 Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor as part of piping work and no separate payment shall be made for this.

2.5 In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.



2.6 Erection of Valves

Erection of all types of valves such as gate/ globe / check / plug / needle/ ball / control/ safety valves etc. will be paid on number basis at the rates given separately in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the contractor within his quoted rates.

2.7 Fabrication of Supports

Fabrication of all types of pipe supports, provided as per drawings & instructions of the Engineer-in-Charge, will be paid on weight basis. Bolts, nuts and washers including U-bolt will be supplied by contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.

Erection of all types of supports, spring supports and turn buckles, including

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grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate payment will be made for it.

- While fabricating the supporting elements, the contractor will ensure that the dimensions shown in the drawings match with site conditions. No payment shall be made for rectification arising out of discrepancies in dimensions of the fabricated items of supporting elements due to site conditions.
- Additional supports as necessary with the site condition shall be fabricated and erected in accordance with the standard engineering practices and instructions of Engineer-in-charge.

3.0 RADIOGRAPHY/DYE-PENETRANT EXAMINATIONS/MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

4.0 STRUCTURAL STEEL WORK

- 4.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 4.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the contractor and approved by the Engineer-in-Charge. The weight of structural material/ Plate shall be calculated wherever necessary on the basis of IS Hand Book. If spreads are different from IS spreads, then Manufacturer Hand Book shall be referred to.
- 4.3 Spreads built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.
- 4.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/ bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.
- 4.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 4.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.



5.0 ELECTRICAL WORKS

5.1 Cables

The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including that of loops provided and paid accordingly.

5.2 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings are sent separately (for panels etc.) to facilitate transportation then erection weight shall be inclusive of all mountings. For structural steel measurements/payment shall be made as per finished items.

6.0 INSTRUMENTATION WORKS

6.1 Measurement of primary piping/ tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting up to the first block valve of fabricated instrument manifold or up to first tee of instrument manifold for integral type manifolds. All piping / fittings at the first block valve or the piping / equipment side up to break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments up to 1.5 meters individually or each drain connection shall be excluded.

6.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.

6.3 Copper tube measurement will be taken between the two fittings of the copper tube.

6.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.



6.5 Muticore cables/multi-tubes will be measured between the junction box and its termination inside the control room."

6.6 Two/Three core cables shall be measured between two end terminals.

6.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's / VCS storage points to contractor's store/workshop and the same are deemed to be included in the unit rates for the respective item of work."

6.8 Erection Weights

The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation then erection weight shall be inclusive of all such mountings. For structural steel, measurements / payment shall be made as per finished

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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items."

7.0 PAINTING ON EQUIPMENTS/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENTS

- I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- II) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

- I) Payment will be made on linear measurement in 'Meters' corrected to the nearest centimeter.
- II) Piping shall be measured along the centre line through all types of fittings and flanges.
- III) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- IV) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE



- I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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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 milestone 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, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to GAIL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to GAIL.

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

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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such that their inspection status is clearly evident during all stages/ period of the contract.



- 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)	
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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 INR 20.0 Crores.

- 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/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates 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.

1.6.4 Penal Rates for non- return / return of materials:

Sl.No.	Material	Penal Rates
(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case



SPECIAL CONDITIONS OF CONTRACT (SCC)



issue rate are not indicated in the contract)

- (b) Penal rates for non return of Unused material/excess scrap
- Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)

2.0 PIPING MATERIALS

- 2.1 All pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape will be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.
- 2.2 The scrap allowance for pipes issued by the Owner shall be 3% (2½% accountable + ½% non accountable) of the actual consumption as incorporated in the works.
- 2.3 All pipes in length of 2 meters and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2M shall be treated as scrap.
- 2.4 For the non account of pipes drawn by the Contractor over and above the actual consumption as determined by the Engineer-in-Charge, plus 3% (2½% accountable + ½% non accountable) thereof to cover the scrap allowance, recovery at penal rate shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.
- 2.5 All unused/scrap pipes, valves, flanges, forged fitting like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores. In case the Contractor fails to do so then recovery for such quantity of pipes not returned by the Contractor at the penal rates shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

3.0 EQUIPMENTS

Various equipment/materials intended for the installation will be received by Owner in unpacked, skid mounted, crated, packed or loose condition and will be stored in the warehouses and open yards. In general, materials will be issued to the Contractor in 'as received' condition. It will be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point



SPECIAL CONDITIONS OF CONTRACT (SCC)



of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

4.0 CABLES

4.1 Appropriation of cables shall be done as follows:

4.1.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

4.1.3 All cables being returned to store should carry Aluminium sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

4.1.4 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis.

4.1.5 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5.0 LINE PIPES

5.1 All coated line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape will be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to



SPECIAL CONDITIONS OF CONTRACT (SCC)



Owner's storage points after bevelling, shall be considered as serviceable material provided:

- 5.1.1 Corrosion Protection Coating is intact.
- 5.1.2 Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorised inspector as per approved procedure.
All cut pieces of pipes measuring less than 2 M will be treated as wastage/scrap.
- 5.2 For the purpose of accounting of coated line pipes, following allowances shall be permitted:
- | | | |
|----|--|-------|
| a) | Unaccountable wastage | 0.1% |
| b) | Scrap (All cut pieces of pipes measuring less than 2 Meter) | 0.25% |
| c) | Serviceable materials (All cut pieces of pipe measuring 2 Meter and above) | 0.5% |

Scrap shall be accounted at actuals as per site assessment subject to maximum limits as stated above.

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline

- 5.2.1 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.

6.0 OPTICAL FIBRE CABLE

For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner's storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M will be treated as scrap.

For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

- | | | |
|-------|---|-------|
| (i) | Unaccountable wastage | 0.1% |
| (ii) | Scrap (All cut pieces of cables measuring less than 40 M) | 0.25% |
| (iii) | Serviceable material (measuring 40M and above) | 0.25% |



Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given the contract.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

LIST OF MINIMUM EQUIPMENT TO BE DEPLOYED BY THE BIDDER

Sl. No	Equipment Description	Qty
1.	Dozer with ripper- D7/ D6 or equivalent	As Reqd.
2.	Hydra (12 MT)	2
3.	Excavator/ Back Hoe-Ex 200 & Above / Equivalent	As Reqd.
4.	DG Welding Machines	4
5.	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	2
6.	Beveling Machine	As Reqd.
7.	Pipe Clamp – External 4” 8” 12”	1 each
8.	Pipe/Cable locator	1
9.	Horizontal Auger Boring Machine	As Reqd.
10.	HDD Rig with All Equipment & Accessories upto 100 Ton	1
11.	X-Ray M/C – External & Internal	1 Each
12.	Gamma Source	1
13.	Air Compressor – (300CFM or above)	1
14.	Air Compressor – (600 CFM or above)	2
15.	Blast Cleaning Machine	1
16.	Pipe Bending Machine	As Reqd.
17.	Water Lifting Pump (Adequate Capacity)	1
18.	Filling Pumps (Adequate Capacity)	1
19.	Pressurization Pump – Motorized	1
20.	Dozing Pump	1
21.	Dewatering Pump	As Reqd.
22.	Dead Weight Tester	1
23.	Mobile Workshop	As Reqd.
24.	Holiday Detector Unit	1
25.	Pipe Trailer	1
26.	Grinder Machine	4
27.	Crane with Pile Driver for Piling (Piling Machine)	As Reqd.
28.	RMC Plant (Mixture Machine)	As Reqd.

Notes:

1. Detail of minimum equipment in good working condition suitable to lay the Pipeline, required to be mobilized by the execution contractor to complete the work within schedule is given above for each Section.
Bidder is required to augment the above list with additional numbers/categories of equipment as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
2. Bidder shall replace any defective/damaged equipment promptly to complete the

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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work without any time & cost implication to the client/owner.



3. After completion of certain activities, in case equipment are not required the same can be demobilized with prior approval of Engineer-In-Charge.
4. For all the above listed equipment, bidder is required to give an undertaking for deploying the equipment during execution of the contract.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER

Sr. No.	Equipment Description	Requirement (Nos.)
1	DG Welding machines	02
2	Hydra (12 MT)	02

Notes:

Bidders are required to submit documentary evidence of ownership of the above equipments as indicated below:-



1. The bidder shall submit the certificate from chartered accountant (for ownership / possession of equipments / vehicles) as per requirement in the Bid Document.
2. "For equipment to be purchased" - Purchase order duly accepted by equipment supplier and with equipment delivery to project site, meeting the equipment deployment schedule. However, contractor to own minimum 50% of the equipment against each type of equipment; balance 50% may be covered under to be purchased "Category". If 50% is a fraction, the same needs to be rounded off to next higher number for the minimum owned category. The purchase order shall be duly signed & stamped by Chartered Accountant / statutory auditor. Date of purchase order shall be before bid due date.
3. The bidder shall submit Certificate from Chartered Engineer certifying that the bidder own equipments are under good health and working condition as required in the Bid Document.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

Sl. 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	1
6.	Discipline Engineer's (Civil/ Mech/ Elec)	1/ 1/ As Reqd.
7.	Foreman / Supervisor	2
8.	Store keeper / store in-charge	1/1
9.	Welder	4
10.	Fitter	4
11.	Grinder	4
12.	Machine operator	As Reqd.
13.	Blast cleaning crew	1
14.	Electrician / Machine mechanic	1/1
15.	Rigger	6
16.	Drivers	As Reqd.
17.	Pipe bending Crew	As Reqd.
18.	Thrust/ Hor. Auger Boring crew	As Reqd.
19.	X-ray / Gamma Ray crew	1/1
20.	Hydro-testing crew	1
21.	Field joint coating crew	1
22.	Holiday testing crew	1
23.	HDD crew	1
24.	OFC jointing crew	As Reqd.
25.	Civil survey crew (with equipment)	1
26.	Station civil works (carpenter/bar-bender/mason/fitter etc.)	As Reqd.
27.	Unskilled workers	As Reqd.

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

NOTES :-



SPECIAL CONDITIONS OF CONTRACT (SCC)



- (1) HDD equipment and Crew as required shall be deployed based on requirement and as per instruction of EIC.
- (2) 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 and quoted price.
- (3) The Manpower as identified above should have required qualification and adequate relevant experience.
- (4) 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.
- (5) 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.
- (6) These manpower are to be mobilized per section within 30 days of award of work.





SPECIAL CONDITIONS OF CONTRACT (SCC)



EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

(Annexure- 10A of Special Condition of
Contract)

	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	Qualificatio & 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	At least 4 years of experience for Degree holder and 8 years for Diploma holder in quality/ NDT management in construction of cross country pipeline including station piping for the same.	1 No.
4.	Welding / NDT Engineer	Degree / Diploma in Mechanical Engineering	At least 7 years of experience for Degree holder and 10 years for Diploma holder in quality/ NOT management in construction of cross country pipeline including station piping for the same.	1 No.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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



	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	Rate per hour for OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
1.	Foreman	2000	250
2.	Supervisor	2000	250
3.	Engineer	2500	315
4.	Gas Cutter	700	90
5.	Grinder	700	90
6.	Brick Mason	850	110
7.	Stone Mason	780	100
8.	Structural welder	1000	125
9.	Qualified Arc welder – manual / semi automatic	1500	190
10.	Qualified Arc welder – automatic	2000	250
11.	Welder helper	645	80
12.	Pipe Fitter /Bender	850	110
13.	Structural Fitter	780	100
14.	Pipeline Fitter	850	110
15.	Coater	520	65
16.	Mechanic	895	115
17.	Site Equipment / Machine Operator	520	65
18.	Electrician	775	100

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19. Fabricator

650

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Sl. No.	Classification Personnel	Rates per day of Normal Hours (in Rs.)	Rate per hour for OT, Sunday & Holiday (in Rs.)
20.	Carpenter	815	100
21.	Plumber	815	100
22.	Painter	780	100
23.	Cable Jointer	780	100
24.	Instrumentation Technician	1000	125
25.	Insulator	600	75
26.	Rigger	400	50
27.	Bhisti (water man)	710	90
28.	Heavy duty driver	850	110
29.	Civil Surveyor	750	95
30.	Document Controller	1000	125
31.	Account Officer	1500	190
32.	Store Keeper / Incharge	1000	125
33.	AUT Interpreter	5000	625
34.	Liasioning Team (2 persons)	2000	250
35.	Light duty driver	500	65
36.	Sand Blaster	500	65
37.	Qualified Surveyor	750	95
38.	Un skilled Worker	645	80
39.	Construction Manager	10000	1250
40.	QA/QC / Safety / Planning / NDT Engineer	5000	625

(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).



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

	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

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25.	Induction/Resistance Heating Equipment or LPG Multi Torch.	Rs. 3000
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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/-

	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).



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION – VIII
SCHEDULE OF RATES
Attached Separately