

**हर एक काम  
देश के नाम**



**GAIL INDIA LIMITED**

**CONSTRUCTION & LAYING OF FIRE WATER NETWORK INSIDE THE  
GAIL TERMINAL AT SUVELI**

**VOLUME I OF II (COMMERCIAL)**

**(BID DOCUMENT NO - 034/LEPL/GAIL/27 - R0)**



**E-TENDER REF : 8000017579 dtd. 14.12.2020**

**OPEN DOMESTIC COMPETITIVE BIDDING**



**Lyons Engineering Pvt. Ltd.**



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	<b>INVITATION FOR BIDS (IFB)</b>	
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**SECTION-I**  
**"INVITATION FOR BID (IFB)"**

E- Tender ref : 8000017579

Date: 14.12.2020

To,

**Prospective Bidders**

**SUB:TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI**

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 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:

<b>(A)</b>	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Construction of and laying of Fire Water Network inside the GAIL Terminal at Suveli	
<b>(B)</b>	TENDER NO. & DATE	8000017579 dtd. 14.12.2020	
<b>(C)</b>	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>

	<b>INVITATION FOR BIDS (IFB)</b>	
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<b>(D)</b>	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.: 8000017579</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
<b>(E)</b>	COMPLETION/CONTRACT PERIOD	Completion period shall be 12 Weeks from the date of placement of FOA				
<b>(F)</b>	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p><b>Declaration for Bid Security, F-20 required to be submitted</b></p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
<b>(G)</b>	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 14.12.2020 16 Hrs, IST) to 29.12.2020 (14 Hrs, IST) on following websites:</p> <p>(i) GAIL's Tender Website – <a href="http://www.gailtenders.in">www.gailtenders.in</a></p> <p>(ii) <u>Govt. CPP Portal - <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></u></p> <p>(iii) GAIL's e-Procurement Portal (e-Portal)- <a href="https://etender.gail.co.in">https://etender.gail.co.in</a></p> <p>(iv) PMC : <a href="http://www.lyonsengineers.com">www.lyonsengineers.com</a></p>				
<b>(H)</b>	DATE, TIME & VENUE OF PRE-BID MEETING	<p>21.12.2020 at 15 Hrs</p> <p>Link for attending Pre-Bid meeting : <a href="https://us02web.zoom.us/j/82726701031?pwd=QThBQmtTQkQwbCt6SFikczFFbERLQT09">https://us02web.zoom.us/j/82726701031?pwd=QThBQmtTQkQwbCt6SFikczFFbERLQT09</a></p> <p>Meeting ID: 827 2670 1031 Passcode: 609639</p>				

Bid Document No. 034/LEPL/GAIL/27-R0

1. Section I - IFB

	<b>INVITATION FOR BIDS (IFB)</b>	
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<b>(I)</b>	<b>DUE DATE &amp; TIME OF BID-SUBMISSION</b>	Date : <b>29.12.2020</b> Time : 1400 Hrs
<b>(J)</b>	<b>DATE, TIME AND VENUE OF UNPRICED BID OPENING</b>	Date : <b>29.12.2020</b> Time : 1500 Hrs Through Webinar
<b>(K)</b>	<b>CONTACT DETAILS</b>	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) Power of Attorney
  - ii) Declaration for Bid Security as per Form F-20
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.
- 6.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 7.0 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

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Bid Document No. 034/LEPL/GAIL/27-R0

1. Section I - IFB

	<b>INVITATION FOR BIDS (IFB)</b>	
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Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated

- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 9.0 SAP generated Request for quotation shall also form an integral part of Tender document.
- 10.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
GAIL (India) Limited

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

	<b>INVITATION FOR BIDS (IFB)</b>	
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**DO NOT OPEN - THIS IS A QUOTATION**

**Bid Document No. : 8000017579**

**Description : Tender Document For Construction And Laying Of Fire Water Network Inside The Gail Terminal At Suveli**

**Due Date& Time : 29.12.2020 ; 14 HRs**

**From:**

**To:**

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



## **SECTION-II**

# **BID EVALUATION CRITERIA**



	<p><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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## **1.0 BRIEF SCOPE OF WORK:**

**E-Tender ref : 8000017579**

GAIL intend to install Firefighting water system in GAIL terminal inside Cairn Premises at Suveli as per OISD & PNGRB requirements. Work shall include all the piping, Valves, Fittings and Flanges, Double head fire hydrant and Active monitor etc.

The brief Scope of work of Piping and terminal facilities and all associated works as detailed below.

1. Supply and Laying of above ground fire water line including valves, flanges & fittings, Double headed fire hydrants, monitors etc. wherever required.
2. Civil & structural works including supply of all materials for pedestals, pavements, repair etc.
3. Complete erection & assistance in commissioning of firefighting arrangements.
4. Any other work not mentioned but required for successful completion of work
5. Work may be allotted to Contractor in multiple Front. Contractor shall be required to plan and mobilize his resources accordingly to meet completion target Schedule of Owner.

## **2.0 Bid Evaluation Criteria (BEC)**



### **2.1 Technical Criteria**

The Bidder must have successfully completed 01 (one) single work order having value of not less than 21.50 Lakhs of Laying of Pipelines involving station piping and equipment erection like MRS/PRS/Launcher/ Receiver/Filter / Fire Water Networks etc in Fertilizers/Refineries/Petrochemicals/ Oil and Gas Industries/Power Plants/Steel Plant for Hydrocarbon Services in any of the preceding 7 Years reckoned from final due date of bid submission.

### **2.2 Financial Criteria**

Not Applicable

- 2.3. A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

	<p><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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2.4 JV / Consortium bids are not acceptable.

2.5 **Eligibility criteria in case bid is submitted on the basis of technical experience of Foreign based another company (Supporting Company) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:**

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

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

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

- (i) An Agreement (as per format enclosed at Appendix- A1) between the bidder and the supporting company.
- (ii) Guarantee (as per format enclosed at Appendix- A2) by the supporting company to GAIL for fulfilling the obligation under the Agreement.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

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



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

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

Note:


In case Supporting Company fails to submit Bank Guarantee as per (iii) above, SD submitted by the bidder shall be forfeited.

- (v) The Financial BEC of tender is to be met by bidder on their own (if applicable).

	<b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b>	
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**2.6 DOCUMENTS REQUIRED WITH BID PERTAINING TO BID EVALUATION CRITERIA (STIPUATED AT SL. NO. 3.1 ABOVE):**



BEC Clause no.	Description	Documents required for qualification
Documents Required- Technical Criteria		
2.1	Experience criteria	<p>Contractor must submit following documents in support of the technical criteria:</p> <p>a) Detailed work order along with the Schedule of Rates (SOR)</p> <p>b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate)</p> <p style="text-align: center;">OR</p> <p>Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use.</p> <p>Note:</p> <p>1. The completion certificates / execution certificate shall have details like work order no. / date, brief scope of work, completion date etc.</p> <p>2. In case the contractor is executing above mentioned contracts which is still running and the contract value executed till one day prior to the due date of submission is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the contractor has submitted satisfactory work execution certificate to this effect issued by the end user/owner.</p>
General		
Note to 2.1	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.

	<p><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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### 3.0 Evaluation Methodology:

- (i) The "Schedule of Rates" including GST quoted for complete scope shall be taken up for evaluation on overall least cost basis to Owner.
- (ii) Estimated quantities, item-wise rates (excluding GST) and total estimated price are indicated in the SOR. Bidders are required to mention "INCREASE" OR "DECREASE" & quote %age in figure as well as in words in the requisite cells by which total estimated price shall be increased or decreased along with loading of GST quoted in summary sheet to arrive at bidder's evaluated price.
- (iii) The ranking of bidders (L-1, L-2 ...) shall be determined by the bidder's quoted price (arrived after applying quoted % age increase or decrease on total estimated price) in ascending order.
- (iv) In case of tie, i.e. more than one bidder quotes the same percentage, the rank will be decided based on the turnover of last audited financial year. As an example, in case two bidders become L-1, bidder having higher turnover in last audited financial year will be considered as L-1 and other bidder will be L-2.

**4.0** Relaxation in BEC to Start ups is not applicable in this Tender.

	<p align="center"><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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**Appendix-A1**

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

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



Whereas

M/s. GAIL (India) Limited (hereinafter referred to as GAIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]

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

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

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GAIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company

	<p><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.



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

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

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

Witness:  
1)  
2)

Witness:  
1)  
2)

	<p><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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Appendix-A2

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR**

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

FOR

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

TOWARDS

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

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



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

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

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon

	<p align="center"><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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





**CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI**



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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

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

Full Name \_\_\_\_\_

Address \_\_\_\_\_



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

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING GUARANTEE**

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



	<b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b>	
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Appendix-A2A

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

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

The above certificate should be enclosed alongwith the Guarantee.

	<p align="center"><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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**Appendix-A3**

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

**CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,  
M/s GAIL (INDIA) LIMITED

Dear Sir(s),

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

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

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

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_



**CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI**





(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_)

Bid Document No. 034/LEPL/GAIL/27-R0

1. Section II - BEC

	<p align="center"><b>CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI</b></p>	
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\_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser 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



## **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 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39 (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL,



## INSTRUCTION TO BIDDERS



Mecon. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

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

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.



## INSTRUCTION TO BIDDERS



In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

### **3 Deleted**

### **4 ONE BID PER BIDDER**

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

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

### **5 COST OF BIDDING**

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

### **6 SITE VISIT**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for



## INSTRUCTION TO BIDDERS



preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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### **[B] – BIDDING DOCUMENTS**

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

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

Volume I of II consisting of

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria
- Section – III: 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



## INSTRUCTION TO BIDDERS



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**

A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or by fax or email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's tendering web site [<https://etender.gail.co.in>;<http://gailtenders.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

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

### **9 AMENDMENT OF BIDDING DOCUMENTS**

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

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## **[C] – PREPARATION OF BIDS**

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

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be



## INSTRUCTION TO BIDDERS



accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

### 11. DOCUMENTS COMPRISING THE BID

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) Declaration for EMD in original as per Form F-20
- (o) All forms and Formats including Annexures
- (p) 'Integrity Pact' as per 'Form F-14'
- (q) 'Indemnity Bond' as per 'Form F-15'
- (r) E- Banking Mandate as per Form F-17
- (s) Undertaking on letter head regarding bidder from country sharing border with India Form F-18
- (t) Confirmation on letter head regarding sub-contractor from country sharing border with India F-19
- (u) Declaration regarding Bid Security Form F-20
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).
- (x) 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.

	<b>INSTRUCTION TO BIDDERS</b>	
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### 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.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised % 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 copy of Power of Attorney should be uploaded in the private area earmarked (Tender Document) in the GAIL’s e-tendering portal.

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

Bidders are required to submit the declaration for EMD as per Form F-20 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 the Declaration for EMD in





## INSTRUCTION TO BIDDERS



original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the declaration of EMD in Part-I of Bid, provided the original Declaration of 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 declaration 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.

- 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.



## INSTRUCTION TO BIDDERS



- 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 its 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.
- 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:



## INSTRUCTION TO BIDDERS



- 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.

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.



## INSTRUCTION TO BIDDERS



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.

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.



## INSTRUCTION TO BIDDERS



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.

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,



## INSTRUCTION TO BIDDERS



Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificate option).

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

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

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

### **14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

### **15 BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email.

### **16 EARNEST MONEY DEPOSIT – NOT APPLICABLE**



## INSTRUCTION TO BIDDERS



### **17 PRE-BID MEETING**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

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

- The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

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

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GAIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the



## INSTRUCTION TO BIDDERS



price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- (a) Firm Price
- (b) Non submission of Declaration for Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## **20 E-PAYMENT**

GAIL (India) Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

## **[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.





## INSTRUCTION TO BIDDERS



- 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.
- 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:-



## INSTRUCTION TO BIDDERS



### 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 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

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

## 28 CONTACTING THE EMPLOYER

From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.



## INSTRUCTION TO BIDDERS



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

### **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.
- 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.



## INSTRUCTION TO BIDDERS



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**

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and action will be taken as declaration of Bid Security as per Form F-20.

### **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.



## INSTRUCTION TO BIDDERS



### 33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

### 34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue. No purchase preference is applicable for MSE Bidders.

### [F] – AWARD OF CONTRACT

### 35 AWARD

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

***“GAIL intent to place the 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".

36.3 The order/contract value mentioned above is subject to Price Reduction Clause. GAIL may issue Digitally signed Contract/Letter of Acceptance (LOA) to successful bidders through online system.



## INSTRUCTION TO BIDDERS



### **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 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/



## INSTRUCTION TO BIDDERS



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 17<sup>th</sup> July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.6 In case 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 conditions of order/Contract.
- 38.7 If the CPBG contains name of third party Remitter/Financier other than bidder the same will not be accepted by GAIL.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevision Policy document is available on GAIL's website ([www.gailonline.com](http://www.gailonline.com)).
- 39.3 Name and contact details of nodal officer are as under:

Shri K R M Rao (Executive Director – C&P)  
GAIL (India) Ltd.  
New Delhi

### **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.



## INSTRUCTION TO BIDDERS



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 PUBLIC PROCUREMENT POLICY**

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

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

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

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

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

### **41 AHR ITEMS - DELETED**

### **42 VENDOR PERFORMANCE EVALUATION**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

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





## INSTRUCTION TO BIDDERS



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

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

43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

#### 43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

#### 44 DISPUTE RESOLUTION MECHANISM

##### 44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

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

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

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

- (i) Any issue should be first referred to EIC for contracts/ Dealing C&P Executive for Purchase Orders.



## INSTRUCTION TO BIDDERS



- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-“Samadhan”.
- (iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times to vendor.
- (iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Order/ LOA/Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

### 44.2 CONCILIATION AND ARBITRATION

#### 1.0 CONCILIATION

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

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

#### 2.0 ARBITRATION

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

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



## INSTRUCTION TO BIDDERS



- 2.1 On invocation of the Arbitration clause by either party, GAIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".
- OR
- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
  - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.



## INSTRUCTION TO BIDDERS



c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

### 3. GOVERNING LAW AND JURISDICTION:

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

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

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

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

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

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale



## INSTRUCTION TO BIDDERS



on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

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

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

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

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

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

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

#### 49. **QUARTERLY CLOSURE OF THE CONTRACT**

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

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

#### 50. **PROVISIONS FOR START UP COMPANIES – NOT APPLICABLE**

#### 51. **PROVISION FOR SUBMISSION OF CONTRACT PERFORMANCE GUARANTEE THROUGH ADDITIONAL MODE -ONLINE BANKING TRANSACTION**



## INSTRUCTION TO BIDDERS



In addition to existing specified form (ie. Demand Draft/Bankers Cheque/Bank Guranatee/Letter of Credit) mentioned in tender documents for submission of Contract Performance Guarantee, the successful bidder can also submit Contract Performance Guarantee through online banking transaction ie. IMPS/NEFT/RTGS etc.

For this purpose kindly refer the BDS (Annexure IV of ITB) for GAIL's Bank Account details.

While remitting, the bidder must indicate "Security Deposit/Contract Performance Guarantee against FOA/LOA/PONo. \_\_\_\_\_ (contractor/Vendor to specify he FOA/DLOA/PO No. ) under remarks column of respective bank portal. The Contractor /vendor shall be required to submit the successful transaction details to the dealing officer immediately and necessarily within 30 days from the date of Fax of Acceptance.

### 52. PRICE REDUCTION SCHEDULE

52.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by  $\frac{1}{2}$  % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

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

52.3 Bonus For Early Completion (\*) : Not Applicable for the instant case.

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

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



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

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

#### **54. IMPLEMENTATION OF VENDOR GRIEVANCE PORTAL- "SAMADHAN"**

GAIL has developed Vendor Grievance Portal-"Samadhan" for timely addressing the issues/ grievances of Vendor/ Supplier/ Contractor/Consultant (hereinafter referred 'Vendor').The same is available at <https://gailebank.gail.co.in/grievance/welcome.aspx> .

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

- (vi) Any issue should be first referred to EIC (for contracts)/ Dealing C&P Executive (for Purchase Orders).
- (vii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal- "Samadhan". The same shall be addressed by GAIL within 15 days.
- (viii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times to vendor.
- (ix) Further, issue (s) can only be submitted upto 1 month after closure of respective Order/ LoA/Contract.
- (x) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

#### **55. CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.



## INSTRUCTION TO BIDDERS



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

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

Explanation—

    - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;





## INSTRUCTION TO BIDDERS



- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I.
- If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.



## INSTRUCTION TO BIDDERS



Annexure-I

### PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

- A Definitions:
- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.  
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL,



## INSTRUCTION TO BIDDERS



Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(i). After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

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

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

	<b>INSTRUCTION TO BIDDERS</b>	
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(ii). After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

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

#### B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2 2.1	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices  If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:  (v) Repeated once  (vi) Repeated twice or more	03 years  7 years (in addition to the period already served)  15 years (in addition to the



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		period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

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

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

### D. Procedure for Suspension of Bidder

#### D.1 Initiation of Suspension

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

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

#### D.2 Suspension Procedure:



## INSTRUCTION TO BIDDERS



- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.  
The competent authority to approve the suspension will be same as that for according approval for banning.
- D 3 Effect of Suspension of business:
- Effect of suspension on other on-going/future tenders will be as under:
- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- F. Appeal against the Decision of the Competent Authority:



## INSTRUCTION TO BIDDERS



- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
  
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



## INSTRUCTION TO BIDDERS



### Annexure-II

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

##### 1.0 GENERAL

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

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

##### 2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

##### 3.0 METHODOLOGY

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





## INSTRUCTION TO BIDDERS



accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

- iii) Initiation of Measures:  
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:  
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

#### 4.0 EXCLUSIONS:

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

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

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

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

##### 5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance



## INSTRUCTION TO BIDDERS



3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
    - (a) First Instance: Holiday (Red Card) for Two Years
    - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s)/contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years
  2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
    - (a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
    - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year
    - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to



## INSTRUCTION TO BIDDERS



Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

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

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

- (a) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- (b) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.
- (c) Where Performance rating is "FAIR":  
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance

### 5.2 FOR CONSULTANCY JOBS

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



## INSTRUCTION TO BIDDERS



### 5.3 FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
  - A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)  
Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:
    1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
      - (a) First Instance: Holiday (Red Card) for Two Years
      - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s)/contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years



## INSTRUCTION TO BIDDERS



2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- (a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
  - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year
  - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-
- (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.  
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).  
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
  - (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension



## INSTRUCTION TO BIDDERS



- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.
- (C) Where Performance rating is "FAIR"  
Issuance of warning to such defaulting Vendors/ Contractors/ Consultants to improve their performance.

### 6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

### 7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
  - 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
  - 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
  - 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.  
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.



## INSTRUCTION TO BIDDERS



9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

### 10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

### 11. ERRANT BIDDER

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

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

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

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

	<b>INSTRUCTION TO BIDDERS</b>	
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Annexure-1

GAIL (India) Limited  
**PERFORMANCE RATING DATA SHEET**  
**(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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Bid Document No. 034/LEPL/GAIL/27-R0

1. Section III- ITB





## INSTRUCTION TO BIDDERS



Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
More than 24 weeks	0	
1.2	QUALITY PERFORMANCE	40 Marks
marks	For Normal Cases : No Defects/ No Deviation/ No failure:	40
marks	i) Rejection/Defects	Marks to be allocated on 10
0 marks	ii) When quality failure endanger	prorata basis for acceptable quantity as compared to total quantity for normal cases Failure of severe nature
marks	system integration	- Moderate nature 5
marks	and safety of the system	- low severe nature 10-25
marks	iii) Number of deviations	1. No deviation 5
marks		2. No. of deviations < 2 2
marks		3. No. of deviations > 2 0



## INSTRUCTION TO BIDDERS



### 1.3 RELIABILITY PERFORMANCE

20 Marks

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

Annexure-2



GAIL (India) Limited  
**PERFORMANCE RATING DATA SHEET**  
 (FOR O&M)

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

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

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note :

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

- 1. Marks are to be allocated as under :

	1.1 DELIVERY/ COMPLETION PERFORMANCE	40
Marks		



## INSTRUCTION TO BIDDERS



Marks	Delivery Period/ Completion Schedule	Delay in Weeks	
	a) Upto 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 12 weeks	20
		" 16 weeks	15
		More than 16 weeks	0
	b) Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 16 weeks	20
		" 20 weeks	15
		" 24 weeks	10
		More than 24 weeks	0
1.2	QUALITY PERFORMANCE		40 Marks
marks	For Normal Cases : No Defects/ No Deviation/ No failure:		40
marks	i) Rejection/Defects	Marks to be allocated on	10
		prorata basis for acceptable quantity as compared to total quantity for normal cases	
0 marks	ii) When quality failure endanger	Failure of severe nature	
marks	system integration	- Moderate nature	5
marks	and safety of the system	- low severe nature	10-25
marks	iii) Number of deviations	1. No deviation	5
marks		2. No. of deviations < 2	2
marks		3. No. of deviations > 2	0



## INSTRUCTION TO BIDDERS



### 1.3 RELIABILITY PERFORMANCE

20 Marks

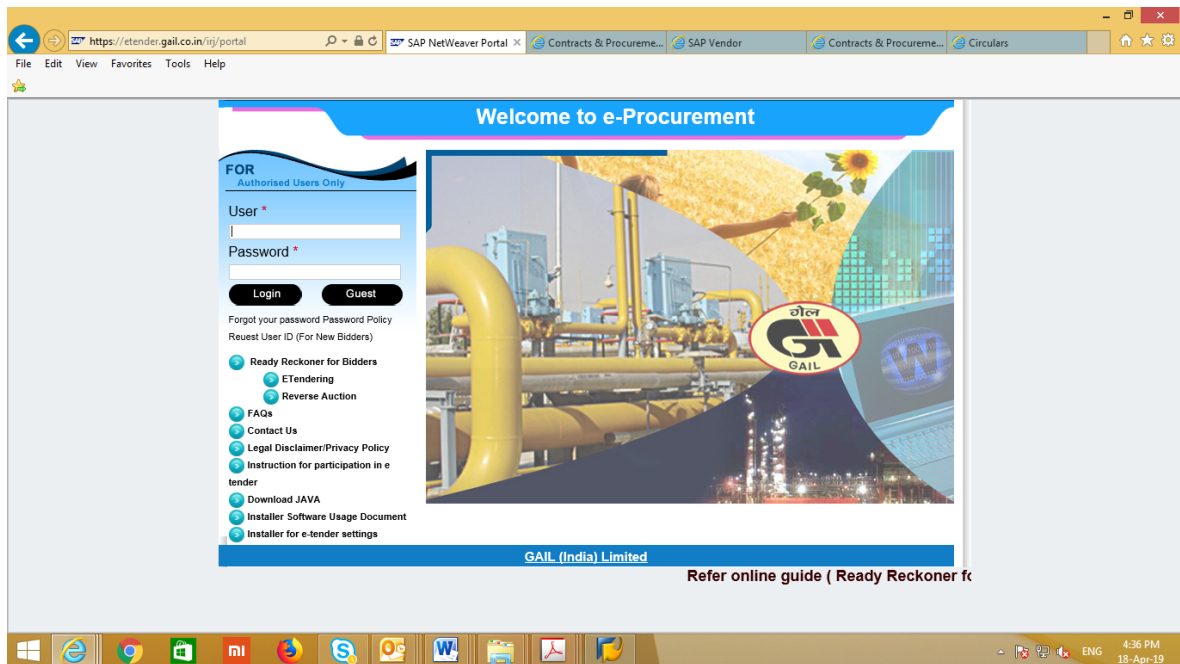
A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements  or  Reliability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



Annexure-III

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

Available on GAIL's e-tender website (<https://etender.gail.co.in>)



Ready Reckoner for Bidders, Frequently Asked Questions, Contact details, Instructions for participation in e-tender and An Auto Installer for PC/Browser Setting etc. are available in above home page of GAIL's e-tender portal.

Note:

An Auto Installer for PC/Browser Setting(IE) enabling GAIL e-tender/Reverse Auction for bidders was developed by GAIL.

The same is available on GAIL e-tender portal under link "Installer for e-tender settings". The user can down load the auto installer by navigating the link and the moment they install on their PC auto settings take place enabling the PC and browser(IE) for GAIL e-tender and Reverse Auction. The usage document of the installer is also kept under link "Installer software usage document".

This is will save time and effort for Vendors/bidders as well as GAIL e-tender support team and will give bidders a hassle-free e-bidding experience in GAIL.

	<b>INSTRUCTION TO BIDDERS</b>	
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**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:**

<b>A. GENERAL</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>1.2</b>	The Invitation for Bids/ Tender no is : 8000017579				
<b>1.1</b>	The Employer/Owner is: GAIL (India) Limited				
<b>2.1</b>	The name of the Works/Services to be performed is: TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI				
<b>3</b>	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">√</td> </tr> </table>	APPLICABLE		NOT APPLICABLE	√
APPLICABLE					
NOT APPLICABLE	√				
<b>B. BIDDING DOCUMENT</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>8.1</b>	For <b><u>clarification purposes</u></b> 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	Details of GAIL's Bank is  <table border="1" data-bbox="376 1337 1382 1782"> <thead> <tr> <th colspan="2" data-bbox="376 1337 1382 1388">STATE BANK OF INDIA</th> </tr> </thead> <tbody> <tr> <td data-bbox="376 1388 808 1455">Bank Account No.</td> <td data-bbox="808 1388 1382 1455">000000032849362991</td> </tr> <tr> <td data-bbox="376 1455 808 1602">Bank Address:</td> <td data-bbox="808 1455 1382 1602">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 1602 808 1669">IFSC CODE</td> <td data-bbox="808 1602 1382 1669">SBIN0017313</td> </tr> <tr> <td data-bbox="376 1669 808 1736">SWIFT CODE</td> <td data-bbox="808 1669 1382 1736">SBININBB824</td> </tr> <tr> <td data-bbox="376 1736 808 1782">MICR CODE</td> <td data-bbox="808 1736 1382 1782">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													
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												





## 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>8000017579</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	<b>The bid opening shall take place at:</b> Through Webinar

### E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" data-bbox="397 1375 1019 1507"> <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
37	State of which stamp paper is required for Contract Agreement: Uttar Pradesh



## INSTRUCTION TO BIDDERS



<b>38</b>	Contract Performance Security/ Security Deposit <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 @ 3% of Order/ Contract Value within 30 days of FOA/ notification of award.</p>	APPLICABLE	√	NOT APPLICABLE	
APPLICABLE	√				
NOT APPLICABLE					
<b>40</b>	Whether tendered item is splittable or divisible : <table border="1"><tr><td>YES</td><td></td></tr><tr><td>NO</td><td>√</td></tr></table>	YES		NO	√
YES					
NO	√				
<b>41</b>	Provision of AHR Item : <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	√				
<b>49</b>	Quarterly Closure of Contract <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					
<b>Clause no. 27.3 of GCC</b>	Bonus for Early Completion: <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	√				
<b>49</b>	Applicability of provisions relating to Startups: <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	√				

	<b>INSTRUCTION TO BIDDERS</b>	
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**ANNEXURE-V**

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

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

To,  
M/s GAIL (INDIA) LIMITED

SUB: E-TENDER REF : 8000017407 - TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI

LOA NO:

Dear Sir,

We (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

Applicable to us [  ]

Not Applicable to us [  ]

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (1 or X) above).

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

Place: [ Signature of Authorized Signatory of Bidder]

Date: Name: Designation: Bidder Name: Seal



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"-NOT APPLICABLE
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"- NOT APPLICABLE
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	E-BANKING MANDATE
F-18	CONFIRMATION FROM BIDDER'S FROM A COUNTRY WHO SHARES BORDER WITH INDIA
F-19	CONFIRMATION FROM BIDDERS FROM A COUNTRY WHO SHARES BORDER WITH INDIA FOR SUB-CONTRACTING
F-20	DECLARATION FOR BID SECURITY

	<b>INSTRUCTION TO BIDDERS</b>	
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**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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

To,

M/s GAIL (INDIA) LIMITED

TENDER NO:

1	Bidder Name					
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____				
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]					
3b	Name of Power of Attorney holders of bidder					
4	Number of Years in Operation					
5	Address of Registered Office:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>City:</td></tr> <tr><td>District:</td></tr> <tr><td>State:</td></tr> <tr><td>PIN/ZIP:</td></tr> </table>	City:	District:	State:	PIN/ZIP:
City:						
District:						
State:						
PIN/ZIP:						
6	Bidder's address where order/contract is to be placed	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>City:</td></tr> <tr><td>District:</td></tr> </table>	City:	District:		
City:						
District:						

Bid Document No. 034/LEPL/GAIL/27-R0  
1. Section III- ITB



## INSTRUCTION TO BIDDERS



		State: PIN/ZIP:
7	Office responsible for executing the contract with GST no. * (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No.(refer sl. no. 7above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal .....

	<b>INSTRUCTION TO BIDDERS</b>	
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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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

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:

	<b>INSTRUCTION TO BIDDERS</b>	
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**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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

**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. Declaration for Bid Security as per Form F-20
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:

	<b>INSTRUCTION TO BIDDERS</b>	
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**F-4**

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

**Not applicable**

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

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer), wish to participate in the said tender for

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

We, \_\_\_\_\_ the \_\_\_\_\_ Bank at \_\_\_\_\_ having our \_\_\_\_\_ Head Office \_\_\_\_\_ (Local Address)

\_\_\_\_\_ guarantee and undertake to pay immediately on demand without any recourse to the tenderers by GAIL (India) Ltd., the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by GAIL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

Notwithstanding anything contained herein:

	<b>INSTRUCTION TO BIDDERS</b>	
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- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
. . . . (currency in words only ) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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 / 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"**

**NOT APPLICABLE**

To,

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

TENDER NO: TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

**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 here by 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
    - (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)

	<b>INSTRUCTION TO BIDDERS</b>	
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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**

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	<b>INSTRUCTION TO BIDDERS</b>	
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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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

**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: \_\_\_\_\_  
E-mail: ..... @ .....

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

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

Place: \_\_\_\_\_ [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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

**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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

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



## INSTRUCTION TO BIDDERS



**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 : 8000017579- TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

**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:

	<b>INSTRUCTION TO BIDDERS</b>	
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**F-9**

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the "contractor/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



## INSTRUCTION TO BIDDERS



terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is 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. 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.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in

	<b>INSTRUCTION TO BIDDERS</b>	
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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.

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.

Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
. . . . . (currency in words only ) . . . . .

b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

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

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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



## INSTRUCTION TO BIDDERS



### 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



Annexure

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

1	<b>BANK GUARANTEE NO</b>	:									
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<table border="1"><tr><td><b>NAME</b></td><td></td></tr><tr><td><b>VENDOR CODE</b></td><td></td></tr></table>	<b>NAME</b>		<b>VENDOR CODE</b>					
<b>NAME</b>											
<b>VENDOR CODE</b>											
3	<b>BANK GUARANTEE AMOUNT</b>	:									
4	<b>PURCHASE ORDER/ LOA NO</b>	:									
5	<b>NATURE OF BANK GUARANTEE</b> (Please Tick ( v ) Whichever is Applicable)	:	<table border="1"><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td><b>PERFORMANCE BANK GUARANTEE</b></td><td><b>SECURITY DEPOSIT</b></td><td><b>EMD</b></td><td><b>ADVANCE</b></td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>PERFORMANCE BANK GUARANTEE</b>	<b>SECURITY DEPOSIT</b>	<b>EMD</b>	<b>ADVANCE</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
<b>PERFORMANCE BANK GUARANTEE</b>	<b>SECURITY DEPOSIT</b>	<b>EMD</b>	<b>ADVANCE</b>								
6	<b>BG ISSUED BANK DETAILS</b>	:									
	(A) EMAIL ID	:									
	(B) ADDRESS	:									
	(C) PHONE NO/ MOBILE NO.	:									

	<b>INSTRUCTION TO BIDDERS</b>	
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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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST )in Price Schedule/ SOR of Price bid.	Confirmed
4.1	Whether in the instant tender services/works are 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	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be	





### INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
	furnished as per Bid Document.		
7.	Bidder confirms 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.	Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.		
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.  In case of delay, the bills shall be submitted after reducing the price reduction due to delay.		
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.		
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.		
12.	Bidder have furnished Declaration for Bid Security as per Form F-20		
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.		
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GAIL or their relative is not a partner.	Confirmed	
		Not confirmed	



## INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:  "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	



## INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
21.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.</p>	
23.	<p>Bidder confirms that they have read and understood the General Conditions of Contract – Works available on GAIL's Tender website (<a href="http://gailtenders.in/Gailtenders/gccs.asp">http://gailtenders.in/Gailtenders/gccs.asp</a>) &amp; no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.</p>	
24.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (<a href="http://www.gailonline.com">www.gailonline.com</a>)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent</p>	



## INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	
25.	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 49)
	In case of Start-up confirm the following:  (i) Date of its incorporation/ registration  Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
27.	Whether bidder is liable to raise E-Invoice as per GST Act. If yes , bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

To,

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

TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR  
 CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
 TERMINAL AT SUVELI

**(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in GAIL who issued the Tender Document, by filling up the Format)**

Dear Sir,

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

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

Postal Address with Pin Code: .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

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

Reasons for non-submission of bid:

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Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....



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 : 8000017579 - TENDER DOCUMENT FOR  
CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL  
TERMINAL AT SUVELI

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:

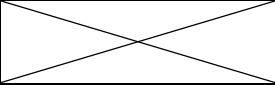
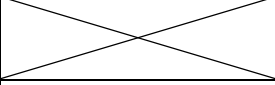

Designation:

Seal:

	<b>INSTRUCTION TO BIDDERS</b>	
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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 manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Declaration for Bid Security		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC criteria		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports & duly filled in Form 9 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

	<b>INSTRUCTION TO BIDDERS</b>	
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**F-14**

**INTEGRITY PACT  
Not applicable**



	<b>INSTRUCTION TO BIDDERS</b>	
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**F-15  
INDEMNITY BOND**

WHEREAS GAIL (India) Ltd. (hereinafter referred to as “**GAIL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s\*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at \*..... and on the terms and conditions as set out, inter-alia in the [ mention the work order/LOA/Tender No.]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also advised the Contractor to execute an Indemnity Bond in general in favour of GAIL indemnifying GAIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GAIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GAIL under or in relation to this contract. The Contractor undertakes to compensate and pay to GAIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GAIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GAIL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of GAIL and/or any of its employees and Directors including Independent Directors arising out of

	<b>INSTRUCTION TO BIDDERS</b>	
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said contract with respect to any such litigation / court case for which GAIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [ Contractor]


Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

	<b>INSTRUCTION TO BIDDERS</b>	
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**F-16  
FREQUENTLY ASKED QUESTION**

<b>SL.NO.</b>	<b>QUESTION</b>	<b>ANSWER</b>
1.0	Can any vendor quote for subject Tender?	Yes. Those Vendors who meets the Bid Evaluation Criteria can quote for this Tender.
2.0	Should the Bid Evaluation Criteria documents be attested?	No. Bidder to upload the Tender documents with e-signature.
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on GAIL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	No
7.0	Are there are any benefits available to Startups?	Start up Clause is not applicable in this Tender.

All the terms and conditions of Tender remain unaltered.

	<b>INSTRUCTION TO BIDDERS</b>	
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**\_FORM F-17**

To,  
M/s GAIL (INDIA) LIMITED  
NOIDA

TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI

**E-Banking Mandate Form**  
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

	<b>INSTRUCTION TO BIDDERS</b>	
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**FORM –F-18**

**UNDERTAKING ON LETTERHEAD**

To,

To,  
M/s GAIL (INDIA) LIMITED  
NOIDA

TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI

Dear Sir

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

- (i) Not from such a country [     ] ]
- (ii) If from such a country, has been registered with the Competent Authority. [     ] ]  
(Evidence of valid registration by the Competent Authority shall be attached)

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

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

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

	<b>INSTRUCTION TO BIDDERS</b>	
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F-19

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

To,

M/s GAIL (INDIA) LIMITED  
NOIDA

TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

- (i) not from such a country [     ] ]
- (ii) if from such a country, has been registered with the Competent Authority. [     ] ]  
(Evidence of valid registration by the Competent Authority shall be attached)



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

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

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

Place:  
Date:

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

	<b>INSTRUCTION TO BIDDERS</b>	
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**F-20**

**DECLARATION FOR BID SECURITY**

To,  
M/s GAIL (INDIA) LIMITED  
NOIDA

TENDER NO: E-TENDER REF : 8000017579 - TENDER DOCUMENT FOR CONSTRUCTION AND LAYING OF FIRE WATER NETWORK INSIDE THE GAIL TERMINAL AT SUVELI

Dear Sir

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

We, M/s\_\_\_\_\_ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of GAIL in this regard), if we are in breach of our obligation(s) as per following:

40.2 have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

40.3 having been notified of the acceptance of our Bid by the GAIL during the period of bid validity:

- (i) fail or refuse to execute the Contract, if required, or
- (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
- (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

40.4 having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
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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## SPECIAL CONDITIONS OF CONTRACT (SCC)





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## SPECIAL CONDITIONS OF CONTRACT (SCC)





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	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 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.*

- 2.2.3.7. All unused, scrap materials and salvageable materials shall be the property of the Owner and

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 / weighing / 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.

Free issue material shall be provided 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 balance job of that portion can be got done through existing contract of other region.

2.2.7 Pedestal for Pipe Support may be common at some places for Fire Water Network and Gas Pipeline.



**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	:	12 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.



	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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**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 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

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

<b>Part-A – Terminal</b>					
<b>I</b>	<b>Piping, Mechanical Equipments Works (Section A of SOR)</b>				
1	<b>For Supply Items</b>			:	
	(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	<b>For Erection Items</b>			:	
	(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	<b>For Items involving both Supply &amp; Erection</b>			:	
	(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%
<b>II</b>	<b>Civil &amp; Structural works (Section B of SOR)</b>				
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%
<b>III</b>	<b>For Lump sum Items</b>				
1	Completion of individual item of work			:	90%

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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%
<b>IV</b>	<b>Any other item not covered above</b>		
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-Vendor engaged by the contractor stating that all dues towards sub-Vendor 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.** Deleted
- 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 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 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.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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**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 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

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 Contractors bill for such quantities that are misused.

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

**2.14. Electrical Works**

**2.14.1.** Subject to provisions of Inspection & Testing in Section-V of the General Conditions of Contract, the

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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. Deleted**

**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. Deleted**

**3.4. Taxes, Duties, Octroi, Levies etc.**

Deleted

**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**

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- 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 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.

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- 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.
- 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.



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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.

**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

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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 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.

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**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 7<sup>th</sup> day after the last day of wage period in respect of which the wages are paid and shall ensure wages standards, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages Act, the Contract Labour (Regulation & Abolition) Act-1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:

**4.12.1.1. Weekly off with Wages**

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

**4.12.1.2. National Holidays**

Three National Holidays viz. Republic Day (26<sup>th</sup> January), Independence Day (15<sup>th</sup> August) and Gandhi Jayanti (2<sup>nd</sup> 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 /

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engaged by him / his sub-Vendor, 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 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

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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 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

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- (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 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

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agreed to.

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

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

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

**5.13. Leads**

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

**5.14. Insurance for Personal injuries**

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

**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.

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

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

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

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

**5.18. Construction Photographs**

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

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

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

**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:**

Deleted



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**5.24 Installation of pipes at crossings:**  
Deleted

**6.0 TESTS, INSPECTION AND COMPLETION**

**6.1. Tests and Inspection**

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

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

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

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

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

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

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



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

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

**6.2. Hydrostatic Testing**

Refer Job Specification / Technical specifications.

**6.3. Tie in Joints/Hook-up**

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Refer Job specification / Technical Specifications.

#### 6.4. **Final Inspection**

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

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

#### 6.5. **Documentation**

##### 6.5.1. **Completion Documents**



The following applicable 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**

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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 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 19<sup>th</sup> 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

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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 / 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

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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;**

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**

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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 consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, sub-letting of WHOLE WORK is prohibited. An undertaking to this effect will be given by vendor/contractor along with each invoice/bill. In addition to above, clause no. 37 of GCC should be referred.

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**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 Jointer	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 prorate basis.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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Rates are final and Bidder is to sign only without deviation.

**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 <sup>3</sup>	Rs. 1500/-
3	Back Hoe 0.7 m <sup>3</sup>	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/-



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22	Tripod with 5 Tons Chain Pulley Block	Rs. 75/-
23	Pipe Trailor 20 T capacity	Rs. 400/-
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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 12 Weeks from the date of placement of FOA.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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**ANNEXURE-3 TO SCC**

**Contract Period**

- 1.1.1. Completion period shall be 12 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) | 12 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)**



	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either



## SPECIAL CONDITIONS OF CONTRACT (SCC)



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 grouting of supports, if required, shall be carried out by the Contractor as part of

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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pipng 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**

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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 items."

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## 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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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#### 4.0 QUALITY ASSURANCE SYSTEM REQUIREMENTS

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

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

4.2 The bidder shall plan the contract scope of work on quality plan format such that no major variation is expected during delivery of contract scope of work. This quality plan shall be made on enclosed format complete in all respect.  
The quality plan shall be assumed to be detailing bidder's understanding and planning for the contract/ offered scope of work. The bidder shall plan the type of resources including various work methodology which he agrees to utilize for delivery of contract scope of work.



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

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

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

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

- Evaluate the technical and financial capabilities and past performance of the

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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- 4.12 All outputs/ products delivered against contract scope of work shall be duly marked such that their inspection status is clearly evident during all stages/ period of the contract.
- 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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

- 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 issue rate are not indicated in the contract)

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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- (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 of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.





## SPECIAL CONDITIONS OF CONTRACT (SCC)



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

5.1.1 Corrosion Protection Coating is intact.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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)

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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	01
2	Hydra (12 MT)	NA

**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)



	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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 (mandatory)	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	1
8.	Store keeper / store in-charge	1/1
9.	Welder	2
10.	Fitter	2
11.	Grinder	2
12.	Machine operator	As Reqd.
13.	Blast cleaning crew	As Reqd.
14.	Electrician / Machine mechanic	1/1
15.	Rigger	As Reqd.
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	NA
21.	Field joint coating crew	As Reqd.
22.	Holiday testing crew	As Reqd.
23.	HDD crew	NA
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 :-**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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- (1) 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)

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**


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	Degree /	At least 7 years of experience	1 No.
5.	Engineer	Diploma in Mechanical Engineering	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)**

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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
19.	Fabricator	650	80

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

Sl. No.	Classification Personnel	Rates per day of Normal Hours (in Rs.)	Rate per hour for OT, Sunday & Holiday (in Rs.)
20.	Carpenter	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).







SPECIAL CONDITIONS OF CONTRACT (SCC)



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

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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**ANNEXURE-12 TO SCC**

**EQUIPMENT HIRING/RECOVERY RATES**

<b>SL. NO.</b>	<b>DESCRIPTION OF EQUIPMENT</b>	<b>HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &amp; FUEL</b>
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 <sup>3</sup> /hr. & above)	Rs. 850
22.	Filling Pumps (400 TO 1000 M <sup>3</sup> /HR)	Rs. 900
23.	Pressurization Pump – Motorized	Rs. 3000
24.	AUT with operators	Rs. 15000
25.	Induction/Resistance Heating Equipment or LPG Multi Torch.	Rs. 3000

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

<b>SL. NO.</b>	<b>DESCRIPTION OF EQUIPMENT</b>	<b>HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &amp; FUEL</b>
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/-

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	
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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).

## **SECTION-VI**

### **SCHEDULE OF RATES (ATTACHED SEPARATELY)**