

**हर एक काम
देश के नाम**



GAIL INDIA LIMITED

**CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES
FOR CGD CONNECTIVITIES - M/S. IGL DADRI, TGPL GONDA AND
BARABANKI, THINK GAS - GARLE**

VOLUME I OF II (COMMERCIAL)

(BID DOCUMENT NO - 40/LEPL/GAIL/4-R0)



E-TENDER REF : 800018434 DTD. 19.4.2021

LIMITED DOMESTIC COMPETITIVE BIDDING



Lyons Engineering Pvt. Ltd.



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

E- Tender ref : 8000018434

Date: 19.4.2021

To,

EMPANELLED BIDDERS

SUB:TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES – SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Dear Sir/Madam,

- 1.0 **GAIL (India) Limited [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976]**, the largest state-owned natural gas processing and distribution company and the youngest Maharatna has appointed M/s. Lyons Engineering Pvt. Ltd. as Project Management Constultant.
- 2.0 Lyons Engineering Pvt. Ltd. on behalf of GAIL (India) Ltd. invites bids from **empanelled bidders** for the subject job/works, in complete accordance with the following details and enclosed Tender Documents. Bids submitted online on e-tendering portal of GAIL (<https://etender.gail.co.in>) shall only be considered for processing.
- 3.0 The brief details of the tender are as under:

A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Construction of Steel Pipelines and Associated facilities for CGD Connectivities SOR PART A- IGL DADRI SOR PART B – TGPL GONDA AND BARABANKI SOR PART C - THINK GAS GARLE		
(B)	TENDER NO. & DATE	8000018434 DTD. 19.4.2021		
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td data-bbox="824 1734 1065 1833" style="text-align: center;">SINGLE BID SYSTEM</td> <td data-bbox="1065 1734 1317 1833" style="text-align: center;"> <div style="border: 1px solid orange; width: 80px; height: 30px; margin: 0 auto;"></div> </td> </tr> </table>	SINGLE BID SYSTEM	<div style="border: 1px solid orange; width: 80px; height: 30px; margin: 0 auto;"></div>
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	INVITATION FOR BIDS (IFB)	
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TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO.: 8000018434</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	IGL DADRI - 20 Weeks from date of FOA TGPL GONDA AND BARABANKI- 20 Weeks from Date of FOA THINK GAS GARLE - 20 Weeks from date of FOA				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p>Declaration for Bid Security, F-21 required to be submitted</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 19.4.2021(17 Hrs, IST) to 4.5.2021 (14 Hrs, IST) on following websites:</p> <ul style="list-style-type: none"> (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in (iv) PMC : www.lyonsengineers.com 				

	INVITATION FOR BIDS (IFB)	
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(H)	DATE, TIME & VENUE OF PRE-BID MEETING	26.04.2021 at 15 Hrs through Video Conference
(I)	DUE DATE & TIME OF UNPRICED BID-SUBMISSION	Date : 4.5.2021 Time : 1400 Hrs
(J)	DATE, TIME AND VENUE OF UNPRICED BID OPENING	Date 4.5.2021 Time : 1500 Hrs Through Webinar
(K)	CONTACT DETAILS	Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi – 110024 Phone – 011 -49508755 e-mail : girish.kumar@lyonsengineers.com

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
- i) Power of Attorney
 - ii) Integrity Pact
- 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.
- 6.0 A Bidder can submit their bid for one Part or more than one Part.

	INVITATION FOR BIDS (IFB)	
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- 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 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 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 9.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

10.0 EVALUATION METHODOLOGY

Evaluation shall be done part wise basis on % quoted as per Schedule of Rates including GST on overall least cost basis to Owner.

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

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

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

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

If a bidder is L1 for more than one Part, work have to be started simultaneously in all the parts together.

	INVITATION FOR BIDS (IFB)	
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This not an Order.

For & on behalf of
GAIL (India) Limited

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

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

Bid Document No. : 8000018484

Description : Tender for Construction of Pipeline and Associated Facilities for CGD Connectivities - M/S. IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Due Date& Time : 4.5.2021, 1400 HRs

From:

To:

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





INSTRUCTION TO BIDDERS



SECTION-II

**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



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INSTRUCTION TO BIDDERS



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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/GAIL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 This Tender is for empanelled Bidders.

3 Deleted

4 Deleted

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

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



INSTRUCTION TO BIDDERS



[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

Volume I of II consisting of

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

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

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

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

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

[C] – PREPARATION OF BIDS

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

11. DOCUMENTS COMPRISING THE BID



INSTRUCTION TO BIDDERS



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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11 (Not applicable)'
- (l) Undertaking on the Letter head, as per the Form F-12.
- (m) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-14'
- (p) 'Indemnity Bond' as per 'Form F-15'
- (q) Confirmation format by empanelled bidders
- (r) Confirmation regarding Bidder from country sharing land border with India Form F-19
- (s) Certificate regarding sub-contracting for bidder from country sharing land border with India Form F-20
- (t) Declaration regarding Bid Security F-21
- (u) Declaration regarding submission of CPBG F-22
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).

Any other information/details required as per Bidding Document

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

11.1.2 **ENVELOPE-II: Price Bid**

- i) Bidders are required to mention “INCREASE” OR “ DECREASE” and quote % **age separately for each part** in figure as well as in words in the requisite cells in the Summary Sheet by which total estimated price shall be increased or



INSTRUCTION TO BIDDERS



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

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

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

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

11.2.2 PRICE BID

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



INSTRUCTION TO BIDDERS



12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on % of INCREASE OR DECREASE submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 INCREASE OR DECREASE % must be filled in Summary Sheet of "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote INCREASE OR DECREASE % of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder based on the Percentage Increase or decrease of SOR rates, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the Percentage of Increase or decrease % of SOR rates in 'figures' & words. There should not be any discrepancy between the rates indicated in figures and the rates indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in Summary Sheet.



INSTRUCTION TO BIDDERS



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 (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

13.3 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

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



INSTRUCTION TO BIDDERS



Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GAIL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GAIL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where the GAIL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/GAIL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GAIL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 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-



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Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

13.7 GAIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GAIL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

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

13.9 Contractor shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document (s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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**



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As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.
- 13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**
- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised/payments made to the Vendors, as per the provisions of the GST law/Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificate option).
- 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.



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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. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16 **EARNEST MONEY DEPOSIT – NOT APPLICABLE**

17 Deleted

18 **FORMAT AND SIGNING OF BID** ((As per ITB of Empanelment Tender ref: 8000014861)

19 **ZERO DEVIATION AND REJECTION CRITERIA** ((As per ITB of Empanelment Tender ref: 8000014861)

20 **E-PAYMENT** ((As per ITB of Empanelment Tender ref: 8000014861)

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE /RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.



INSTRUCTION TO BIDDERS



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 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'. In case of e-tendering, where the physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 Deleted

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

GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring



INSTRUCTION TO BIDDERS



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.

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required declaration for 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.



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- 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.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS (As per ITB of Empanelment Tender ref: 8000014861)

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase Preference to MSE enterprises is not applicable.



INSTRUCTION TO BIDDERS



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

Purchase Preference for Local Content (PP-LC) is as per Annexure IV.

[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.



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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 actions as per Declaration for Bid Security as per Form F-21.

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 actions as per Declaration for Bid Security as per Form F-21.
- 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 17th 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 (As per Annexure - I)

39.1 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Limited, such decision of GAIL (India) Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY



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- 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. TREDS (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 As per ITB of Empanelment Tender ref: 8000014861)**

The Procedure for Evaluation of Performance of Vendors/ Contractors/ Consultants is modified to extent as stated below;

- I. No. 'A' of 5.1 (v) and 5.3 (v)
 - 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:



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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.

II CLAUSE NO. 11 "ERRANT BIDDERS"

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 take action as per Declaration for Bid security as per Form F-21 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).



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

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

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

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

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

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

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

46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS) (As per ITB of Empanelment Tender ref: 8000014861)**

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

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

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



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- 50. PROVISIONS FOR START UP COMPANIES – NOT APPLICABLE**
- 51. PROVISION FOR SUBMISSION OF SECURITY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE THROUGH ADDITIONAL MODE -ONLINE BANKING TRANSACTION (As per ITB of Empanelment Tender ref: 8000014861)**
- 52. PRICE REDUCTION SCHEDULE (As per ITB of Empanelment Tender ref: 8000014861)**
- 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.

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:

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



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- (ii) 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.
- (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.

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.

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



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- 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;
- 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.



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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.

56. **IMPLEMENTATION OF ANJANI – E-MEASUREMENT BOOK & E-BILLING PORTAL**

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

Further, User Manual is also available on aforesaid portal.



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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.

A2 “Fraudulent Practice” means and include any act or omission committed by an 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.

A3 “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



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- 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, 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.

(ii) After execution of contract and during Defect liability period (DLP)/



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Warranty/Guarantee Period:

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

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

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ 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	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	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	7 years (in addition to the period



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	(vi) Repeated twice or more	already served) 15 years (in addition to the 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 same tender/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



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- agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The 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



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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:
- 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.
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ANNEXURE-II

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

(As per ITB of Empanelment Tender ref: 8000014861)

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Annexure-III

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



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Annexure – IV

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

- 1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG(i.e. <http://petroleum.nic.in/>).
- 2.0 DEFINITIONS
 - 2.1 Oil and Gas Business Activity shall comprise of Upstream, Midstream and Downstream business activities.
 - 2.2 Domestic products shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.
 - 2.3 Local Content hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - 2.4 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
 - 2.5 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
 - 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.
 - 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
 - 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.



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- 2.6 Steering Committee means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 Factory overhead cost shall be indirect costs of Manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 Indian Company means a company formed and registered under the Companies Act, 2013.
- 2.15 Foreign company means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 3.0 SCOPE
- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or



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Domestically manufactured Electronic Products (DMEP) under the respective policies.

- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

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

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

- (a) Public Procurement Policy for MSE 2012-Not applicable
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

- 3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

- 3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

- 4.1 MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be 20%.

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

- 5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>



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- 5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.
- 5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.
- 5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)
- 6.1 In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:
- 6.1.1 The manufacturers/ service providers having the capability of meeting/exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 6.1.3 Goods:



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- (a)** If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.

- (b)** If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

6.1.4 Services/EPC Contracts :

- (a) In case tender for services/ EPC cannot be split (as specified in BDS), The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.
- (b) In case tender for services/EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

6.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
b) in the case of manpower, based on INR component.



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7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3 LC of the EPC Contracts:

7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4 Calculation of LC and Reporting



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LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said components shall be treated as nil.

8.0 CERTIFICATION AND VERIFICATION

8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

(d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practising chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.1 After Contract Award:



INSTRUCTION TO BIDDERS



- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
 - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
 - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- 8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.
- 8.5 GAIL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.



INSTRUCTION TO BIDDERS



9.0 Sanctions

- 9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which GAIL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

PROCEDURE FOR AWARD OF CONTRACTS/ ORDERs

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I localsupplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity



INSTRUCTION TO BIDDERS



shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

- (I) Non divisible item
L1 bidder is non MSE, non Class-II local supplier as per PP-LC
L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)
L3 bidder is MSE bidder (prices within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).
- (II) Divisible item-Case 1
L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC
L2 bidder is Class-I Local supplier as per PP-LC (within 20%)



INSTRUCTION TO BIDDERS



L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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

(IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

(V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.

	INSTRUCTION TO BIDDERS	
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FORM-1

DELETED



FORM-2

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

To,

M/s GAIL (INDIA) LIMITED

SUB:
TENDER NO:

Dear Sir

We, M/s _____ (Name of Bidder) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (Name of Bidder)/)/ M/s (Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer)(strikethrough which is not applicable)meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content).

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

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



INSTRUCTION TO BIDDERS



FORM-3
CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS
MANDATORY MINIMUM LOCAL CONTENT

To,

M/s GAIL (INDIA) LIMITED

SUB:
TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that M/s _____ (Name of Bidder)/ M/s _____ (Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer)(strikethrough which is not applicable)meet the mandatory minimum Local content requirement of _____% specified for Class-I Local supplier/ Class-II Local supplier(strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

(i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

	INSTRUCTION TO BIDDERS	
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- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier(strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content).

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

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary



INSTRUCTION TO BIDDERS



FORM-5

CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II SUPPLIER

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (Name of Manufacturer) hereby certify that M/s. _____ (Name of Manufacturer) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.



INSTRUCTION TO BIDDERS



ANNEXURE-V

BIDDING DATA SHEET (BDS)

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

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : 8000018434				
1.1	The Employer/Owner is: GAIL (India) Limited				
2.1	The name of the Works/Services to be performed is: CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- IGL DADRI, TGPL GONDA AND BARABNAKI AND THINK GAS GARLE				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: 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"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>								
YES	<input type="checkbox"/>												
NO	<input checked="" type="checkbox"/>												
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"><thead><tr><th colspan="2">STATE BANK OF INDIA</th></tr></thead><tbody><tr><td>Bank Account No.</td><td>000000032849362991</td></tr><tr><td>Bank Address:</td><td>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>IFSC CODE</td><td>SBIN0017313</td></tr><tr><td>SWIFT CODE</td><td>SBININBB824</td></tr><tr><td>MICR CODE</td><td>110002562</td></tr></tbody></table>	STATE BANK OF INDIA		Bank Account No.	000000032849362991	Bank Address:	CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.	IFSC CODE	SBIN0017313	SWIFT CODE	SBININBB824	MICR CODE	110002562
STATE BANK OF INDIA													
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IFSC CODE	SBIN0017313												
SWIFT CODE	SBININBB824												
MICR CODE	110002562												

D. SUBMISSION AND OPENING OF BIDS



INSTRUCTION TO BIDDERS



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>8000018434</u>				
22.3 and 4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the PMC address is : Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – I, New Delhi – 110024 Girish.kumar@lyonsengineers.com				
26	The bid opening shall take place at: Through Webinar				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-I.				
33	Compensation for Extended Stay: <table border="1" style="margin-left: auto; margin-right: auto;"><tbody><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></tbody></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: Any state in India				



INSTRUCTION TO BIDDERS



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



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	CONFIRMATION FORMAT FOR EMPANELLED BIDDERS
F-18	E-BANKING MANDATE
F-19	UNDERTAKING FROM BIDDERS – PROVISIONS FOR PROCUREMENT FROM BIDDERS FROM COUNTRY WHICH SHARES BORDER WITH INDIA
F-20	UNDERTAKING FROM BIDDERS – PROVISIONS FOR PROCUREMENT FROM BIDDERS FROM COUNTRY WHICH SHARES BORDER WITH INDIA FOR SUB-CONTRACTING
F-21	DECLARATION REGARDING BID SECURITY
F-22	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY / SD WITHIN STIPULATED TIMELINE



INSTRUCTION TO BIDDERS



F-1

BIDDER'S GENERAL INFORMATION

To,

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	
		City:
		District:



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



INSTRUCTION TO BIDDERS



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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Dear Sir,

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

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

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

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

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

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

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



INSTRUCTION TO BIDDERS



F-3 LIST OF ENCLOSURES

To,

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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-21
4. Power of Attorney*

Note:

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

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



INSTRUCTION TO BIDDERS



F-4

**PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"**
(To be stamped in accordance with the Stamp Act)
Not applicable

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

	INSTRUCTION TO BIDDERS	
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F-5
LETTER OF AUTHORITY

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

Date:

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF
STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES-
SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR
PART C – THINK GAS GARLE

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF
STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES-
SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR
PART C – THINK GAS GARLE

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:

[Signature of Authorized Signatory of Bidder]

Date:

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	INSTRUCTION TO BIDDERS	
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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 terms and conditions of the tender/order/contract or in payment of any money payable to



INSTRUCTION TO BIDDERS



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 words and figures) and we undertake to pay you, upon your first written demand declaring



INSTRUCTION TO BIDDERS



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



INSTRUCTION TO BIDDERS



F-10 AGREED TERMS & CONDITIONS

To,

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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.	



INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
6.	Bidder confirms that Contract Performance Security will be 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 Declaration for Bid Security		
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.	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
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 (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.</p>	
24.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent</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:



INSTRUCTION TO BIDDERS



F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

Not applicable



INSTRUCTION TO BIDDERS



F-12
UNDERTAKING ON LETTERHEAD

To,

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

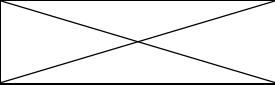
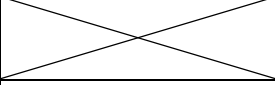

Designation:

Seal:

	INSTRUCTION TO BIDDERS	
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F-13
CHECK LIST

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of 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	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:



INSTRUCTION TO BIDDERS



F-14

INTEGRITY PACT

INTEGRITY PACT

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

INTEGRITY PACT

INTRODUCTION:

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

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

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

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

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



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

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

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



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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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



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

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no



right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, GAIL within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations..
8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

Rak

 (For & on Behalf of Principal)

 (For & on Behalf of Bidder/Contractor)

(Office Seal) RAKESH KUMAR
 उप निदेशक (प्रोग्राम एवं सॉल्यूशंस) / Dy Gen. Manager (C&P)
 गैस (इंडिया) लिमिटेड / GAIL (India) Limited
 जुबिली टॉवर, पी-35 एवं 36, सेक्टर-1, नोएडा-201305
 Jubilee tower, B-35 & 36, Sector-1, Noida-201305

(Office Seal)

Place -----

Date -----

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)



INSTRUCTION TO BIDDERS



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

	INSTRUCTION TO BIDDERS	
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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

	INSTRUCTION TO BIDDERS	
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F-16

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	No. Only empanelled bidders can quote for this Tender.
2.0	Should the Bid Evaluation Criteria documents be attested?	Since Bidders have met the BEC through empanelment Tender, there is no BEC in this Tender.
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.



INSTRUCTION TO BIDDERS



FORM F-17

CONFIRMATION FORMAT BY THE EMPANELED BIDDERS

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

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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

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

		SOR PART A	SOR PART B	SOR PART B
SL	Description	Bidders Confirmation		
01	Scope of Work as per Document GAIL – RFP – GN- DOC – SW -001 of Technical Volume II of II, SCC	Acceptable	Acceptable	Acceptable
		Not Acceptable	Not Acceptable	Not Acceptable
02	Bidder have submitted Declaration for Bid security as per Form F-21			

	INSTRUCTION TO BIDDERS	
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FORM F-18

To,
M/s GAIL (INDIA) LIMITED
NOIDA
SUB : TENDER NO.: 8000018300 - TENDER DOCUMENT FOR CONSTRUCTION OF
STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- M/S.
HARAYANA CITY GAS JHAJJAR AND IGL MUJJAFARNAGAR

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)

	INSTRUCTION TO BIDDERS	
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FORM –F-19

UNDERTAKING ON LETTERHEAD

To,

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

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:



INSTRUCTION TO BIDDERS



F-20
CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF
STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR
PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C –
THINK GAS GARLE

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

	INSTRUCTION TO BIDDERS	
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F-21

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Dear Sir



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

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the GAIL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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

	INSTRUCTION TO BIDDERS	
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F-22

UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY / SD WITHIN STIPULATED TIMELINE

(To be submitted on letter head of bidder)

M/s GAIL (INDIA) LIMITED
NOIDA

SUB : TENDER NO.: 8000018434 - TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINES AND ASSOCIATED FACILITIES FOR CGD CONNECTIVITIES- SOR PART A – IGL DADRI, SOR PART B – TGPL GONDA AND BARABANKI, SOR PART C – THINK GAS GARLE

Dear Sir,

We hereby confirm that we have clearly understood the requirement of contract performance security/SD specified in the tender document.

We also hereby confirm that award of contract/ Order, We will submit performance security /SD within 30 days of from the date of Fax of acceptance.

Place:

[Signature of Authorized Signatory of Bidder]

Date: 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- IV
SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)



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1.0 GENERAL

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

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

2.0 THE WORK

2.1 Scope of work

The scope of work covered in this Contract will be as described in Job specifications along with its annexures, Drawings, Data sheets, Technical Specifications, Schedule of Rates etc as per Annexure 1 to SCC.

2.2. Scope of Supply

2.2.1. The scope of Supply (Owner's Scope of Supply (Free-issue Material) & Contractor's Scope of Supply) covered in this Contract will be as described in Job specifications along with its annexures, Technical Specifications, Drawings, Data sheets, Schedule of Rates etc. Please refer Annexure 2 to SCC.

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

2.2.3. Conditions for Issue of Materials

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.



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

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

2.2.3.3. **The contractor shall bear all other cost including lifting, carting from issue points to work site / contractor's store, custody and handling etc. and return of surplus / serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. Small quantities of materials will be transport by To-Pay basis and full length Bare /line pipe will be transported by Trailer or Truck, as per SOR Items and payment for transportation from work site to Owner's storage points will be made by Owner with direction of Engineer-in-charge.**

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

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

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2.2.3.6. Reconciliation of Owner supplied materials

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

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

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

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

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



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

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

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

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

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

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

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

2.2.4. Contractor's Scope of Supply

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

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

Steel Pipes, Ball valves, Insulating Joints, flanges & Fittings etc. shall be provided as free issue material to the contractor by GAIL from existing inventory stock. However, in case of any specific item is not available from GAIL's inventory, same shall be procured by the contractor as per instructions of Engineer in Charge and same shall be treated as extra item.



2.2.5 If during the execution of work, EIC finds the performance of any of the bidder is not satisfactory, the job can be get done through other contractor beyond the awarded ratio solely on the discretions of the EIC.

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

2.3. Contract Period

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

	Pipeline Length		Time Schedule
(i)	As per Scope of work of Tender	:	20 Weeks from the date of FOA for each connectivity

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- 2.3.6.** 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.
- 2.3.7.** A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion period mentioned in 2.3.5 above.
- 2.3.8.** Monthly / Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint programme of execution as referred above. The contractor shall scrupulously adhere to the Targets / Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly / monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.
- 2.3.9.** Contractor shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

2.3.10. Deleted

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



- 2.4.7.** No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 2.4.8.** Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

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

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

2.4.10. Measurement Procedure

- a) Third Party Inspector (appointed by Gail) will check 100% measurement of executed work.
- b) Gail site engineer will check measurement of at least 10% of bill value, certified by third

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party inspector.



- c) EIC will further check measurement of 5% of bill value. In case there is no site engineer, EIC himself will check measurement of 15% of bill value.

2.5. Terms of Payment


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

A) FOR SOR PART A AND C

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

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

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

B) FOR SOR PART B

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

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

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

- 2.5.2.** Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative as defined in Clause no. 2.4.10 above. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.
- 2.5.3.** Further, for payment of RA bills subsequent to RA 01, contractor has to submit No dues certificate from all sub-contractor engaged by the contractor stating that all dues towards sub-contractor payment(till the measurement period of previous RA bill) has been cleared by the contractor. The same is further required to be certified by the concerned EIC for payment of RA bill subsequently to RA-01.
- 2.5.4.** Contractor shall mention their PAN no. and their GST No. in their invoice/bill for any transaction exceeds Rs. 2 lakh. In case contractor do not have PAN no. , they have to submit declaration in Form 60 along with invoice/bill for each transaction.
- 2.5.5.** Contractor shall submit documents pertaining to Building and other construction workers (BOCW) Registration; Labour License, Monthly Wages Register, Monthly claim form if any; PF, ESI requirements for processing of RA Bills.
- 2.5.7** The payment of transportation charges (including loading/unloading charges) for the material dispatched from GAIL Store to site on "To Pay" basis shall be claimed by Contractor from GAIL at actuals plus 10% of the invoice value as handling charges upto a limit of Rs. 1 Lakh (One lakh only) including handling charges.

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

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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.

2.5.8 GAIL will process the Bills with MB through E-Measurement Portal (Anjani 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

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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 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 or 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

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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 inspection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III)- 1982 shall be conducted.

2.14.2. All tests clearances and certificates required by the State Government authorities for energizing / commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall perform such tests and undertake such rectification and / or changes as may be required.

2.15. Additional Works / Extra Works

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

3.0 TAXES, DUTIES AND CONTRACT PRICE

3.1. Income Tax

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

3.2. Construction of the Contract



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

3.3. Price Escalation

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

3.4. Taxes, Duties, Octroi, Levies etc.

3.4.1. The quoted prices shall be deemed to be inclusive of all taxes, duties, Octroi, levies etc except GST (CGST & SGST/UTGST OR IGST). The quoted price shall be firm and valid till the completion of the work and Contractor shall not be eligible for any compensation on this account except statutory variation on account of GST (CGST & SGST/UTGST OR IGST). The statutory variation in GST

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(CGST & SGST/UTGST OR IGST) rate of within the contractual completion period shall be to Owner's account, against submission of the documentary evidence. However, any increase in the rate of GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of composite rate of GST (CGST & SGST/UTGST OR IGST) shall be passed on the owner. Applicable rate of GST (CGST & SGST/UTGST OR IGST) on the contract value shall be indicated by the bidders in SOR and in Agreed Terms and conditions.

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

3.5. Royalty

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


3.6. Deductions from Contract Price

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

4.0 LABOUR, LABOUR LAWS AND SITE REQUIREMENTS



4.1. Labour

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

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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.
- 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

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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.

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.

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

4.5. Employment of Local Labour

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

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

4.6. Access to Site

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

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

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

4.8. Site Cleaning

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



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

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

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

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

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

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4.9. Fuel Requirement of Workers

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

4.10. Protection of Existing Facilities

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

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

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

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

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



4.11. Fronts for Work; Where Other Agencies are Involved

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

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

4.12. Payment of Wages

4.12.1. The Contractor shall ensure payment of wages to all workmen employed, by him or sub-contractor or by any other agency on his behalf in connection with the work before the expiry of the 7th day

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

4.12.1.1. **Weekly off with Wages**

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

4.12.1.2. **National Holidays**

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

4.12.1.3. **Payment of Overtime Wages**

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

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

4.13. **Site Facilities**

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



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

5.0 **CONSTRUCTION**

5.1. **Rules and Regulations**

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**

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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

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.

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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
- (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.

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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 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**

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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.

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.

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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:

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

5.24. Installation of pipes at crossings:

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

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



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

6.0 TESTS, INSPECTION AND COMPLETION

6.1. Tests and Inspection

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

All the tests either on the field or at outside laboratories concerning the execution of the work and

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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

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.

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

6.5. **Documentation**

6.5.1. Completion Documents

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

- (i) 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) In co-ordination with PMC, 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.
- (xi) Other documents as mentioned in Technical Specification,

6.5.2. "AS BUILT" Drawings


Refer Job Specification/Technical Specification.

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

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

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

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

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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 19th December, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Conciliation Act 1996 shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

8.0 CONTRACT DOCUMENT

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



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

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

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

9.0 DEFINITIONS

- 9.1. "Bid" means the offer (unpriced as well as priced) submitted by a Bidder in response to the Invitation to Bid.

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- 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 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

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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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

Pursuant to clause no. 37 of GCC –Works



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

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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/-

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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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 prorata basis.
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 ³	Rs. 1500/-
3	Back Hoe 0.7 m ³	Rs. 1000/-
4	Side Boom 45 ton	Rs. 2000/-
5	Side Boom 15 ton	Rs. 1200/-
6	Boring machine	Rs. 700/-
7	Bending machine	Rs. 900/-
8	Welding machine	Rs. 300/-
9	Compressors 210 CFM	Rs. 500/-
10	Crane upto 15 T	Rs. 1000/-
11	Dewatering Pumps	Rs. 100/-
12	Internal Clamps	Rs. 50/-
13	Holiday detector	Rs. 50/-

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

14	Diesel operated power generators	Rs. 400/-
15	Grinding machine	Rs. 50/-
16	Gas cutting set with cylinders	Rs. 100/-
17	Compressor 600 CFM Capacity	Rs. 3 0 0 /-
18	Trucks	Rs. 250/-
19	Car/Jeep	Rs. 125/-
20	Pipe beveling m/c	Rs. 150/-
21	Tractor with trolley	Rs. 75/-
22	Tripod with 5 Tons Chain Pulley Block	Rs. 75/-
23	Pipe Trailor 20 T capacity	Rs. 400/-
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



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

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ANNEXURE-1 TO SCC

1.0 **SCOPE OF WORK**



The brief scope of work includes installation of Pipeline and associated facilities for CGD Connectivity as per Scope of Work mentioned in Document ref : GAIL – RFP – GN- DOC –SW -001 of Technical Volume II of II.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

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

Steel Pipes, Ball valves, Insulating Joints, flanges & Fittings etc. shall be provided as free issue material to the contractor by GAIL from existing inventory stock. However, in case of any specific item is not available from GAIL's inventory, same shall be procured by the contractor as per instructions of Engineer in Charge and same shall be treated as extra item.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of GAIL. Contractor may be asked for lifting the free issue materials from GAIL's storage point(s) and transporting the same to work site(s).

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 other than Free Issue Material 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 done as per SOR /Extra Item, as per Tender Conditions.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

Contract Period

- 1.1.1 Completion period shall be 24 Weeks from the Date of Fax of Acceptance (FOA).
- 1.1.2 Owner can award to Contractor all / any of the activities at the rates as per Schedule of Rates (SOR) as & when required during the validity of Contract. Further, the quantities indicated may increase or reduce.
- 1.1.3 Contractor shall mobilise Man-power, machinery & other resources to construct the Pipeline & associated facilities immediately on placement of FOA.
- 1.1.4 The Completion period 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.



(STAMP & SIGNATURE OF
BIDDER



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
- | | | |
|-------------|---|-----------|
| i) Weight | : | MT or |
| ii) Length | : | M (Metre) |
| iii) Number | : | No. |
| iv) Volume | : | Cu.M |
| v) Area | : | Sq.M |
- 1.9 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the



SPECIAL CONDITIONS OF CONTRACT (SCC)



contractor's authorized agent progressively. Such measurements will be either recorded/typed by

the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved performa in triplicate to the Engineer-in-Charge of the work.

2.0 **PIPING**

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

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

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

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

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



2.6 Erection of Valves

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

2.7 Fabrication of Supports

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

Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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pipework 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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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."

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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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)**

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

TERMS OF PAYMENT

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

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

After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-charge (EIC)/PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to GAIL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to GAIL.

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

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

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

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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



SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 INTRODUCTION

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

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

2.0 DEFINITION

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

2.2 Correction

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

2.3 Corrective Action

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

2.4 Preventive Action

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

2.5 Process

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

2.6 Special Process



Processes requiring pre-qualification of their process capability.

3.0 SCOPE OF WORK BY CONTRACTOR

3.1 Prior to award of contract

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

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

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3.1.3 The bidder shall develop and submit manpower and resource deployment chart.

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

3.2 After the award of contract

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

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

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

3.3 During job execution

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

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

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

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



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4.0 QUALITY ASSURANCE SYSTEM REQUIREMENTS

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

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

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

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



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

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

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

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

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

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

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

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

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



SPECIAL CONDITIONS OF CONTRACT (SCC)





- 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)**

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ANNEXURE-8 TO SCC

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable. The estimated value of Free-Issue Material is INR 20.0 Crores.

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 1.6 RETURN OF UNUSED MATERIAL
- 1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).
- 1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
- 1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.
- 1.6.4 Penal Rates for non- return / return of materials:

Sl.No.	Material	Penal Rates
(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in



SPECIAL CONDITIONS OF CONTRACT (SCC)



the contract)

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

2.0 PIPING MATERIALS

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

3.0 EQUIPMENTS

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



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etc. to Owner's stores.

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

4.0 CABLES

4.1 Appropriation of cables shall be done as follows:

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

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

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

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

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

5.0 LINE PIPES

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



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

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

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

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

6.0 OPTICAL FIBRE CABLE

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

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

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


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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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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/ As Reqd.
3.	Excavator/ Back Hoe-Ex 200 & Above / Equivalent	As Reqd.
4.	DG Welding Machines	1
5.	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	As Reqd.
6.	Beveling Machine	As Reqd.
7.	Pipe Clamp – External 4” /8” /12”	1
8.	Pipe/Cable locator	As Reqd.
9.	Horizontal Auger Boring Machine	As Reqd.
10.	HDD Rig with All Equipment & Accessories upto 100 Ton	As Reqd.
11.	X-Ray M/C – External / Internal	1
12.	Gamma Source	1
13.	Air Compressor – (300CFM or above)	As Reqd.
14.	Air Compressor – (600 CFM or above)	As Reqd.
15.	Blast Cleaning Machine	1
16.	Pipe Bending Machine	As Reqd.
17.	Water Lifting Pump (Adequate Capacity)	As Reqd.
18.	Filling Pumps (Adequate Capacity)	1/ As Reqd.
19.	Pressurization Pump – Motorized	1/ As Reqd.
20.	Dozing Pump	As Reqd.
21.	Dewatering Pump	As Reqd.
22.	Dead Weight Tester	1/ As Reqd.
23.	Mobile Workshop	As Reqd.
24.	Holiday Detector Unit	1/ As Reqd.
25.	Pipe Trailer	1/ As Reqd.
26.	Grinder Machine	2
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

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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the 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.
5. Bidder shall deploy all equipment as per Site requirement and as advised by PMC/GAIL.
6. After intimation by PMC/GAIL, Contractor shall mobilise all the necessary equipment/ machinery within 14 days. If Contractor fails to mobilise equipment / machinery within 14 days from GAIL/PMC intimation date, then penalty of minimum Rs. 2000/- per day shall be deducted from Contractor's bill.



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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ANNEXURE-9A TO SCC

LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER

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

Notes:

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



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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

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ANNEXURE-10 TO SCC



MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

SI. No	DESCRIPTION	REQUIREMENT
1.	Construction Manager / Section In-charge	1
2.	Planning engineer/ QA-QC engineer	1
3.	Safety officer	1
4.	Surveyor (with equipment)	1/ As Reqd.
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/ As Reqd.
9.	Welder	2
10.	Fitter	2
11.	Grinder	2
12.	Machine operator	As Reqd.
13.	Blast cleaning crew	1/ As Reqd.
14.	Electrician / Machine mechanic	1/ 1/ As Reqd.
15.	Rigger	2/ 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	1
21.	Field joint coating crew	1/ As Reqd.
22.	Holiday testing crew	1/ As Reqd.
23.	HDD crew	As Reqd.
24.	OFC jointing crew	As Reqd.
25.	Civil survey crew (with equipment)	As Reqd.
26.	Station civil works (bar-bender/mason etc.)	1/1
27.	Unskilled workers	As Reqd.

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

NOTES :-

- (1) HDD equipment and Crew as required shall be deployed based on requirement and as per

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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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) After intimation by PMC/GAIL, Contractor shall mobilise all the necessary manpower within 14 days. If Contractor fails to mobilise manpower within 14 days from GAIL/PMC intimation date, then penalty of minimum Rs. 2000/- per day shall be deducted from Contractor's bill.





SPECIAL CONDITIONS OF CONTRACT (SCC)



EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

(Annexure- 10A of Special Condition of
Contract)

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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.

Following key persons to be deployed during construction:

Sl. No.	Position	Qualification & Knowledge	Experience	No. of Key Personnel (minimum)
1.	Construction Manager / Construction In-Charge	Degree / Diploma in Civil / Mechanical Engineering	At least 6 years' experience for Degree holder and 10 years for Diploma holder in Construction of Cross country pipeline including station piping in Hydrocarbon Pipelines (Oil & Gas). Out of the 6/10 years' experience, at least 3/5 years experience must be in similar position in works related to construction of hydrocarbon pipeline projects.	1 No.
2.	Safety Officer	Degree in Science / Engineering or Diploma in Engineering	At least 3 years of experience for Degree holder and 6 years for Diploma holder in Safety Management in construction of Hydrocarbon pipeline including station piping for the same.	1 No.

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3.	QA / QC Engineer	Degree / Diploma in Mechanical Engineering	At least 3 years of experience for Degree holder and 6 years for Diploma holder with NDT Level-II (minimum) for quality/ NDT management in construction of hydrocarbon pipeline including station piping for the same.	1 No.
4.	Welding / NDT	Degree / Diploma in Mechanical Engineering	At least 3 years of experience for Degree holder and 6 years for Diploma holder for Welding / NDT in construction of hydrocarbon pipeline including station piping for the same.	1 No.



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION – V
SCHEDULE OF RATES
Attached Separately