

HAR KAAM DESH KE NAAM



GAIL INDIA LIMITED

**ARC TENDER FOR PROCUREMENT OF BALL VALVES FOR
LAST MILE CONNECTIVITY**

**VOLUME I OF II (COMMERCIAL)
BID DOCUMENT FOR PROCUREMENT OF BALL VALVES
(BID DOCUMENT NO - 40/LEPL/GAIL/2-R0)**

OPEN DOMESTIC COMPETITIVE BIDDING



Lyons Engineering Pvt. Ltd.

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

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR SUPPLY OF BALL VALVES UNDER 2 BID DOMESTIC COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

- 1.0 GAIL (India) Limited, the largest state-owned natural gas processing and distribution company having Registered Office at 'GAIL Bhawan', 16, Bhikaiji Cama Place, R.K. Puram, New Delhi, India (CIN L40200DL1984GOI018976) and a Maharatna, has engaged Lyons Engineering Pvt. Ltd. as Project Management Consultant.

Lyons Engineering Pvt. Ltd. on behalf of GAIL (India) Ltd. invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents. Bids submitted online on GEM portal shall only be considered for processing.

- 2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY/PROCUREMENT	BID DOCUMENT FOR PROCUREMENT OF BALL VALVES	
(B)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
(C)	CONTRACTUAL DELIVERY DATE	<p>For each individual release order, delivery/ completion shall be counted from the date of Letter of Intent (LOI)</p> <ol style="list-style-type: none"> 1. SOR Item No. 1 to 4 : 6 months from the date of LOI 2. SOR Item No. 5 to 8 : 4 Months form the date of LOI 	

	INVITATION FOR BID	
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(D)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
		Declaration for Bid Security as per Form F-20 attached in Forms and Formats to be filled.	
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 20.4.2021(17Hrs, IST) to 18.5.2021 (1400Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) Government E-Market (Gem) Portal (iv) PMC, if any:	
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 28.4.2021 Time : 1500 Hrs Venue :Video Conference	
(H)	BID DUE DATE AND TIME	Date : 18.5.2021 Time : 1400 Hrs	
(I)	DATE, &TIME OF UN-PRICED BID OPENING	Date : 18.5.2021 Time :1500 Hrs	
(J)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : M Girish Kumar Designation:Head (C&P) Phone No. : 011-49508755 E-Mail : girish.kumar@lyonsengineers.com	

Notes:

1. Evaluation and ordering will be carried out on Item wise basis.
2. Bidder must quote for full quantity of the items quoted. Otherwise his offer shall be liable for rejection.
3. For detailed Technical specification refer Volume II of II.
4. Bids submitted through GEM Portal shall only be considered for processing.

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. The IFB is an integral and inseparable part of the Tender Document.

	INVITATION FOR BID	
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4.0 The following documents in addition to uploading in the bid on GAIL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bid Data Sheet(BDS):-

- i) Power of Attorney
- ii) Integrity Pact

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the BidDue Date & Time.

7.0 Bid must be submitted only on <https://etender.gail.co.in>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidis found responsive subject to provisions contained in Clause No. 2 of ITB.

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

8.0 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.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

10.0 Submission of bid

The Bid shall be submitted through GEM Portal only. If there is contradiction between Clauses in GEM Portal and that in Tender documents, the definition in Clauses in Tender documents shall prevail.

This is not an Order.

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

Phone : 011- 49508755
E- mail : girish.kumar@lyonsengineers.com

	INVITATION FOR BID	
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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : 8000018265

Description : ARC Tender for the supply of Ball Valves

Bid Due Date& Time : 18.5.2021 at 14 Hrs

From: **To:**

.....	Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Block C, Lajpat Nagar I, Lajpat Nagar, New Delhi, Delhi 110024 E-mail: girish.kumar@lyonsengineers.com
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(To be pasted on the envelope containing Physical documents)





SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BID EVALUATION CRITERIA (BEC)



1.0 INTRODUCTION

GAIL (India) Limited intend to lay a new pipeline connectivity for their Last Mile Connectivity job. For this project, it is proposed to procure Ball Valves.

2.0 BRIEF SCOPE OF WORK

The Scope includes supply of Ball Valves including preparation and submission of documents (as per MR), getting approvals from Purchaser/ Consultant, Procurement of Raw Material, Manufacturing, Testing & Inspection including hiring of third party inspection agency for issuing 3.2 certification (as per EN 10204), Packing & Forwarding, Transportation of Ball Valves at GAIL's store located at Vaghodia, Gujarat, as under:

- Ball Valves (Actuated) – As per API 6D (SOR item No. 1)
- Manual Ball Valves - As per API 6D (SOR item No. 2 - 8)

3.0 CONTRACT PERIOD AND DELIVERY SCHEDULE

Contract period shall be for 2 years from the date of Fax of Acceptance with provision of extension of 6 months at same terms and conditions. For each individual release order, delivery/completion shall be counted from the date of Letter of Intent (LOI) as under

1. SOR Item No. 1 to 4 : 6 months from the date of LOI
2. SOR Item No. 5 to 8 : 4 Months form the date of LOI


Delivery shall be done on FOT,GAIL Vaghodia Store basis. Date of receipt of material at GAIL site shall be considered as date of delivery.

4.0 BIDDER'S EVALUATION CRITERIA

4.1 TECHNICAL CRITERIA

4.1.1 For SOR Item No. 1 to 8 (Ball Valves)

- (i) Bidder shall be a manufacturer of Ball Valves as per API 6D Specification and shall have a valid license to use API monogram for the proposed manufacturing Plant(s).
- (ii) Bidder shall have designed, manufactured, tested and supplied from the proposed manufacturing plant at least one (1) number Ball Valve as per API 6D,

	BID EVALUATION CRITERIA (BEC)	
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specifications, identical in terms of design and equal or higher in terms of size and rating, as quoted for, in the last seven (7) years reckoned from the bid due date.

Additional point for SOR Item No. 1 (Actuated Ball Valve):-



- (iii) The bidder or his proposed supplier of Gas powered / Gas over oil actuator(s) shall have designed, manufactured, tested and supplied at least one (1) number valve actuator of similar type / model, as being offered, within the last seven (7) years reckoned from the bid due date. Documents submitted for qualification should clearly specify the actuation medium as natural gas.

Note:

- (i) A job executed by a bidder for its own Plant/Projects will not be considered as experience for the purpose of meeting BEC of the Tender. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax-paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow Subsidiary / Holding Company. Such bidders to submit these documents in addition to the documents specified in the Bid Document to meet BEC.
- (ii) Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.

4.2 BIDS SUBMITTED BY THE OWNER /AUTHORISED SUPPLIER / TRADING HOUSE / SOLE SELING AGENT / DISTRIBUTOR OF A MANUFACTURER

- (i) Bids are invited from the Valves manufacturer. In case an organization (the owner), who owns a separate manufacturing company can also submit the bid. Likewise, an authorized supplier/trading house/ sole selling agent /distributor of a manufacturer can also submit the bid.
- (ii) Bid submitted by owner/authorized supplier/Trading house/Sole selling Agent/Distributor of a manufacturer shall also be considered provided the manufacturer meets the Technical Criteria stipulated above for various type of valves, subject to the following;
 - a) Bidder is owner/authorized supplier/Trading House/sole selling agent/Distributor of the Manufacturer.
 - b) The manufacturer as a policy does not quote directly.
 - c) Compliance of Technical Specifications and Guarantee/Warranty requirements by Manufacturer, in case order is placed on the bidder.

	BID EVALUATION CRITERIA (BEC)	
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- d) One manufacturer can quote only through one marketing Organization and a marketing Organization shall offer product of only one manufacturer.

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


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

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

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

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

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

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

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

Note:

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



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

4.4 FINANCIAL CRITERIA

4.4.1 ANNUAL TURNOVER

The minimum annual turnover of the bidder as per their audited financial results during any one of the three preceding financial years shall be as under;

Item No. as per MR	Minimum Annual Turnover requirement in INR
1	22,40,000.00
2	34,79,000.00
3	21,94,000.00
4	13,54,000.00
5	36,76,000.00
6	1,64,000.00
7	1,15,000.00
8	9,17,000.00

	BID EVALUATION CRITERIA (BEC)	
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4.4.2 NET WORTH

Net worth of the bidder should be positive as per the last audited annual financial year.

("Net worth" shall mean the aggregate value of the paid up capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation).

4.4.3 WORKING CAPITAL

The minimum Working Capital of the bidder as per the last audited financial statement shall be a follows;

Item no. as per MR	Minimum Working capital In INR
1	4,48,000.00
2	6,96,000.00
3	4,39,000.00
4	2,71,000.00
5	7,35,000.00
6	33,000.00
7	23,000.00
8	1,83,000.00

Note :

Note: If the bidder's working capital is negative or inadequate, the bidder should furnish a letter from the Bidder's bank having net worth not less than INR 100 Crore, confirming the availability of the line of credit for respective item amount specified in table 4.4.3 above, irrespective of overall position of the working capital. (F-9 for format for certificate from bank if bidder's working capital is inadequate).

Note to cl. No. 4.4:

1. **Though as per GEM provision, only Annual Turnover is mentioned as financial eligibility criteria, bidder shall meet the Working Capital as well as Networth Criteria as mentioned in Tender documents to financially qualify for quoted items.**
2. **In case a bidder quotes for more than one item, Bidder shall be required to meet the qualifying Annual Turnover & Working Capital requirement on cumulative basis for the quoted item (s), failing which COMPLETE OFFER shall be liable for rejection.**

**BID EVALUATION CRITERIA (BEC)****4.5 DOCUMENTS REQUIRED WITH BID PERTAINING TO BID EVALUATION CRITERIA (STIPULATED AT SL. NO. 4.1, 4.2, & 4.4 ABOVE)****4.5.1 : TECHNICAL**

Sl.No.	BEC Clause No.	Documents required
1	4.1.1 (i)	Copy of API 6D License to use API monogram. If the license is pending for renewal with API, bidder shall submit copy of valid license extension letter from API along with expired license.
2	4.1.1. (ii)	<p>Copies of Purchase Order (P.O.) / Work Order (WO) and corresponding Inspection Release Note/Dispatch Clearance Certificate/Order completion Certificate etc. of relevant previous supplies (having cross reference to P.O.). Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification.</p> <p>Note: For Items to be supplied against SOR item No. 1, Bidder shall submit above documents against successful supply of Actuated Ball valves.</p>
3	4.1.1 (iii)	Bidder to submit the PO & Inspection Release Note/Dispatch Clearance Certificate/Completion Certificate (having Cross reference to P.O.) of similar make and model of offered valve & actuator (actuated valve) for the quoted items. Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification. Document submitted for qualification should clearly specify the actuated valve medium as natural Gas. All the documents submitted the bidder shall be certified as mandated by notes specified below.

	BID EVALUATION CRITERIA (BEC)	
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4	Note (i) to Clause 4.1	Jobs executed for Subsidiary/Fellow subsidiary/ Holding company: Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company.
5	Note (ii) to Clause 4.1	Undertaking from Bidder

1. Bidders to note that all the BEC (Technical) related documents shall be under one file BEC_Technical. The same file shall be uploaded on the e-tendering portal.
2. All documents in support of Technical Criteria of bid evaluation criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.
3. Only documents (Purchase order, Completion Certificate, Execution Certificate etc.) which have been referred/specified in the bid shall be considered in reply to queries if any, during evaluation of bids.

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

4.5.2 FINANCIAL

Sl. No.	Description	Documents Required
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	BID EVALUATION CRITERIA (BEC)		
Cl. no. 4.4.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report of three (3) preceding Financial Year(s) along with un-price bid.	
Cl. no. 4.4.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report of last Financial Year along with un-price bid.	
Cl. no. 4.4.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the their bank having net worth not less than Rs 100 Crore(or equivalent US Dollar), confirming the availability of the line of credit for the respective amount, irrespective of overall position of the working capital . (Refer Attachment-I (F-9) for format for certificate from bank if bidder's working capital is inadequate).</p>	

1. In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit Details of Financial capability of bidder" in prescribed format [Format - 10] duly signed & stamped by a chartered accountant.
2. Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

In absence of requisite documents GAIL/Lyons reserves the right to reject the bid without making any reference to bidders.

4.6 EVALUATION METHODOLOGY

Bidder must quote for full quantity against each item of SOR. Bids with part quantity shall be rejected. Evaluation shall be done item wise basis.

	BID EVALUATION CRITERIA (BEC)	
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The Owner will evaluate and compare the bids which have been determined to be substantially responsive. Prices shall be evaluated on item wise to arrive at the lowest evaluated cost to Owner and work shall be awarded to lowest bidder for the item (s).

Bids shall be evaluated on the basis of landed cost as given below:-

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components, raw materials and third party inspection charges but excluding Inland Transportation to Delivery Location)
- ii) Inland transportation upto GAIL, Vaghodia (Gujarat) store basis.
- ii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)
- iv) Other loading, if any, as specified in Tender Document.

Note:

- i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per 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.
- iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

Purchase Preference shall be allowed as per Government Instructions in vogue

5.0 Relaxation in BEC to Start-ups is not applicable in this Tender.



INSTRUCTION TO BIDDERS



SECTION-III

INSTRUCTIONS TO BIDDERS

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



INSTRUCTION TO BIDDERS



SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS



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INSTRUCTION TO BIDDERS



INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "**Supplier**") shall complete delivery of goods along with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

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

If the Tender Documentis/was issued inadvertently/ downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/award.

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 Bidder shall not be affiliated with a firm or entity:
- that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.
- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.



INSTRUCTION TO BIDDERS



2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 Power of Attorney:

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

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

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

3 BID FROM "CONSORTIUM"/"JOINT VENTURE" – NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

4.3 Alternative Bids shall not be considered.

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

5 COST OF BIDDING

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

6 SITE VISIT – NOT APPLICABLE



INSTRUCTION TO BIDDERS



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

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause- 8&9":
- Section-I : Invitation for Bid [IFB]*
 - Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format **
 - Section-IV : General Conditions of Contract [GCC]-Goods***
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)
 - Section-VII : Price Schedule/ Schedule of Rates

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

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify GAIL in writing or by email in the format "F-11" at GAIL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but



INSTRUCTION TO BIDDERS



without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.

- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

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

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

- 11.1 Bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on GEM Portal as follows:-:

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded in the private area earmarked (Tender Document) in the GAIL's e- portal::

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD, as per Clause 16 of ITB –Not applicable
- (j) All other forms and Formats including Annexures.



INSTRUCTION TO BIDDERS



- (k) Copy of Integrity Pact as per Form F-13
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) digitally signed by the Authorized Signatory holding POA.
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Further, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact 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 Bid Due Date.

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

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in SOR attachment in GAIL's e-Portal. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) 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 bid, 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 and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-



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- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate / Letter may be provided by the Purchaser for Project imports (wherever applicable).
- C) Inland transportation upto Delivery Location and other costs incidental to delivery.
- The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.
- Also, GAIL reserves the right to transport the material with it's own transporter.
- D) GST (CGST & SGST/UTGST or IGST) on the finished goods as well as on inland transportation,
- E) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details).
- 12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.5 The delivery basis of the goods is mentioned in BDS.If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST)on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in Agreed Terms & Conditions and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.8 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.



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12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13 **GST (CGST & SGST/ UTGST or IGST)**

13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GAIL's account.

Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery 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.

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

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier 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. Claim for payment of Statutory variation should be raised preferably along with the e-Invoice/Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

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

13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier shall ensure timely submission of correct e-invoice /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 e-invoice/invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST &



INSTRUCTION TO BIDDERS



SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

- 13.7 The supplier shall mention the particulars of GAIL (India) Limited, (place specified in BDS) on the e-Invoice/Invoice. Besides, if any other particulars of GAIL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the e-Invoice/Invoice.
- 13.8 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, there prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during 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. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.9 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 (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by GAIL.
- 13.10 **Anti-profiteering clause**
- As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.
- 13.11 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.
- 13.12 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.



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13.13 Wherever TDS under GST Laws has been deducted from the e-Invoices/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 Certificates option).

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. 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 Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD) – NOT APPLICABLE

17 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to GAIL in the format "F-11", as mentioned at clause no. 8.0 of ITB.

17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum / Clarification to the Tender Document and will be uploaded on websites of GAIL, Govt. and GEM Portal and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 Digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA



INSTRUCTION TO BIDDERS



19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. GAIL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GAIL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). GAIL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. GAIL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

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

- (a) Firm Price
- (b) Specifications
- (c) Schedule of Rates / Price Schedule / Price Basis
- (d) Delivery Period / Period of Contract/ Completion schedule
- (e) Period of Validity of Bid
- (f) Price Reduction Schedule
- (g) Contract Performance Security / Security Deposit
- (h) Warranty/ Guarantee
- (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Integrity Pact
- (l) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT**

GAIL (India) Limited has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

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

- 21.1 Bid shall be submitted through GEM Portal mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a Bidder/Affiliate shall not be accepted.



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22 DEADLINE FOR SUBMISSION OF BID

- 22.1 The Bid must be uploaded on GEM Portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 GAIL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of GAIL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of GAIL and Govt. and GEM -Portal.

23 LATE BID

- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, GEM Portal shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

- 23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time. No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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

GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.

26 BID OPENING

26.1 Unpriced Bid Opening:

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



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26.2 **Priced Bid Opening:**

- 26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.
- 26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 **CONFIDENTIALITY**

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

28 **CONTACTING THE PURCHASER**

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the GAIL's procedure in this regard.

29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- meets the "Bid Evaluation Criteria" of the Tender Document;
 - has been properly signed;
 - is accompanied by the required EMD;
 - is substantially responsive to the requirements of the Tender Document; and
 - provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- "Deviation" is departure from the requirement specified in the Tender Documents.
 - "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - "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,
- If accepted would,
 - affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.



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- ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Purchaser 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 Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:

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

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

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 Methodology mentioned in Section-II of Tender Document. In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

33 QUANTITY VARIATION

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE



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Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

Purchase preference for Local Content is as per Annexure V.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29.0", GAIL will place order 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 OR 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, the address on which order is to be placed".

GAIL will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract 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 Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

37.0 DISPATCH SCHEDULE

37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) projectsite basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-Works basis the transportation will be arranged by supplier(s) / GAIL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages



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- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GAIL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from GAIL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (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 value as specified in Notification of Award is less than INR 5Lakh (exclusive GST).
- 38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
- Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.5 The successful bidder can also submit the SD/CP G through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA. While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.



INSTRUCTION TO BIDDERS



- 38.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order.
- 38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.

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

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

Shri Mr. Shailendra Chaurasia (DGM – C&P)
GAIL (India) Ltd.
New Delhi

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL, such decision of GAIL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

- 40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD.
 - iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other



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MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splittable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

a) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and secified form and procedure for filling the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

b) If the MSE is owned by SC/ST/Woman Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

40.4 If against an order placed by GAIL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing



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from GAIL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.6 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.

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.

40.7 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 vendors can avail the TreDS facility, if they want to.

41. PACKING INSTRUCTIONS

41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

41.2 Fragile articles should have special packing materials depending on type of materials.

41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.



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41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.

41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- Vehicle/Equipment etc. should be brought to site in good conditions.
- Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- Valid operating/driving license of driver/operator
- Any other requirement mentioned elsewhere in Tender Document

41 VENDOR PERFORMANCE EVALUATION

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

42 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

43 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT ANDSAMADHAN MECHANISM

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

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

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

44.2 **CONCILIATION AND ARBITRATION**

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

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

- 2.1 On invocation of the Arbitration clause by either party, GAIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the other party.



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The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. GOVERNING LAW AND JURISDICTION:

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

44 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

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



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

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

45 REPEAT ORDER – NOT APPLICABLE

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

46 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

47 PROVISIONS FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS) – NOT APPLICABLE

48 GUIDELINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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 should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL will release the payment to supplier 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. 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 under this contract or under any other contract.

49 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

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



INSTRUCTION TO BIDDERS



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.

52. . 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).
- (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.

53. 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



INSTRUCTION TO BIDDERS



3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 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.



INSTRUCTION TO BIDDERS



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.

54. 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 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 :

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
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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 (vi) Repeated twice or more	7 years (in addition to the period 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 sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension



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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) 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 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

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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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	INSTRUCTION TO BIDDERS	
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Annexure-II

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

1.0 **GENERAL**

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

2.0 **OBJECTIVE**

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

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

3.0 **METHODOLOGY**

- i) **Preparation of Performance Rating Data Sheet**
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) **Measurement of Performance**
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) **Initiation of Measures:**
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
- iv) **Implementation of Corrective Measures:**
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 **EXCLUSIONS:**



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

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

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

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

5.1 FOR PROJECTS

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

- (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.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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



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of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**
- (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**
- (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 for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE



INSTRUCTION TO BIDDERS



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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

- (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.

Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

- (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 for a period of Three Years**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)



INSTRUCTION TO BIDDERS



- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR"
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.



INSTRUCTION TO BIDDERS



- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. ERRANT BIDDER

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

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.



INSTRUCTION TO BIDDERS



Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/
Marks

Delay in Weeks

Completion Schedule

a) Upto 3 months

Before CDD

Delay upto 4 weeks

" 8 weeks

" 10 weeks

40

35

30

25



INSTRUCTION TO BIDDERS



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



INSTRUCTION TO BIDDERS



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



INSTRUCTION TO BIDDERS



Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/

Delay in Weeks

Marks

Completion Schedule

a) Upto 3 months

Before CDD

40

Delay upto 4 weeks

35

" 8 weeks

30

" 10 weeks

25

" 12 weeks

20

" 16 weeks

15



INSTRUCTION TO BIDDERS



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



INSTRUCTION TO BIDDERS



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



INSTRUCTION TO BIDDERS



Annexure-III

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

(NOT APPLICABLE)

	INSTRUCTION TO BIDDERS	
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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description
A. GENERAL	
1.1	The Purchaser is: GAIL (India) Limited The consignee details for the goods are GAIL Vagodia Store, Gujarat
1.2	The Invitation for Bid/ Tender is for Supply of Ball Valves
General	The Purchaser is: GAIL (India) Limited The consignee details and Delivery Location for the goods are as under:- Consignee: GAIL (India) Ltd. Delivery Location: Vagodia Store, Gujarat
B. TENDER DOCUMENT	
8.1	For clarification purposes only, the communication address is: M. Girish Kumar Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – 1, New Delhi Email : girish.kumar@lyonsengineers.com
C. PREPARATION OF BID	
11.1.1 (m)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers NA



INSTRUCTION TO BIDDERS



12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: <u>Not applicable</u>								
12& 13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>				
YES	<input type="checkbox"/>								
NO	<input checked="" type="checkbox"/>								
12.1	Whether Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price <table border="1"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table> Whether the Tendered items are of Project Procurement: <table border="1"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>								
NO	<input type="checkbox"/>								
YES	<input checked="" type="checkbox"/>								
NO	<input type="checkbox"/>								
12.3	Transit Insurance shall be arranged by :- <table border="1"><tr><td>GAIL</td><td><input type="checkbox"/></td></tr><tr><td>SUPPLIER</td><td><input checked="" type="checkbox"/></td></tr></table> In case, transit insurance to be arranged by GAIL, the details of Transit Insurance Policy are as under:- NA _____ _____	GAIL	<input type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>				
GAIL	<input type="checkbox"/>								
SUPPLIER	<input checked="" type="checkbox"/>								
12.5	Delivery basis shall be <table border="1"><tr><td>FOT/FOR Site Vagodia, Gujarat</td><td rowspan="2"><input checked="" type="checkbox"/></td></tr><tr><td>EX-WORKS/FOT Dispatch point,(Bidder to indication location)</td></tr></table>	FOT/FOR Site Vagodia, Gujarat	<input checked="" type="checkbox"/>	EX-WORKS/FOT Dispatch point,(Bidder to indication location)					
FOT/FOR Site Vagodia, Gujarat	<input checked="" type="checkbox"/>								
EX-WORKS/FOT Dispatch point,(Bidder to indication location)									



INSTRUCTION TO BIDDERS



13.7 and 13.8	Details of Buyer: <table border="1"><tr><td>Consignee</td><td>GAIL (India) Limited [Enter Complete address of work center]</td></tr><tr><td>PAN No.</td><td>AAACG1209J</td></tr><tr><td>GST no.</td><td>29AAACG1209J1ZS</td></tr><tr><td>GAIL Bank details</td><td>Bank A/C No-000000032849362991 Bank Name-STATE BANK OF INDIA BankAddress:CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE:110002562</td></tr></table>	Consignee	GAIL (India) Limited [Enter Complete address of work center]	PAN No.	AAACG1209J	GST no.	29AAACG1209J1ZS	GAIL Bank details	Bank A/C No- 000000032849362991 Bank Name- STATE BANK OF INDIA BankAddress: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE: 110002562
Consignee	GAIL (India) Limited [Enter Complete address of work center]								
PAN No.	AAACG1209J								
GST no.	29AAACG1209J1ZS								
GAIL Bank details	Bank A/C No- 000000032849362991 Bank Name- STATE BANK OF INDIA BankAddress: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSCCODE: SBIN0017313 SWIFTCODE: SBININBB824 MICRCODE: 110002562								
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 3 (Three) months from final 'Bid Due Date'.								
16.1	In case ' Earnest Money Deposit / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of GAIL (India) Limited , payable at Noida								
16.9& 38.5	GAIL's Bank a/c details: As Above Bidder to mention reference no. "EMD/....." in narration while remitting bid security /EMD amount in GAIL's Bank Account. AND Successful Bidder to mention reference no. "CPS/FOA/PO no....." in narration while remitting CPS amount in GAIL's Bank Account.								
D. SUBMISSION AND OPENING OF BIDS									
22.2	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : M. Girish Kumar Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar – 1, New Delhi Email : girish.kumar@lyonsengineers.com								



INSTRUCTION TO BIDDERS



26	<p>The bid opening shall take place at:</p> <p>GAIL(India) Limited Floor/Room number: 17th Floor ,Plot No.B-35&36 City : Sector-1,Noida–201301 Country: India Date : 05.08.2020</p> <p>Time: 1500 Hrs.</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
36	<p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-</p> <p>Mr. Sujit Biswas Lyons Engineering Pvt.Ltd. New Delhi : E-Mail – sujit.biswas@lyonsengineers.com</p>				
37.4	<p>Whether part shipment is allowed:</p> <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"/>				
38	<p>Contract Performance Security (CPS)/ Security Deposit</p> <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> <p>SD / CPBG @ 3% of Annualized Order / Contract value within 30 days from the date of issuance of FOA.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				



INSTRUCTION TO BIDDERS



40	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="500 310 1117 499"><tr><td data-bbox="500 310 815 430">YES</td><td data-bbox="815 310 1117 430"><input checked="" type="checkbox"/></td></tr><tr><td data-bbox="500 430 815 499">NO</td><td data-bbox="815 430 1117 499"><input type="checkbox"/></td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
44.1	Quarterly Closure of Contract <table border="1" data-bbox="500 600 1117 835"><tr><td data-bbox="500 600 815 716">APPLICABLE</td><td data-bbox="815 600 1117 716"><input type="checkbox"/></td></tr><tr><td data-bbox="500 716 815 835">NOT APPLICABLE</td><td data-bbox="815 716 1117 835"><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"/>				
48	Applicability of provisions relating to Startups: <table border="1" data-bbox="500 936 1117 1171"><tr><td data-bbox="500 936 815 1052">APPLICABLE</td><td data-bbox="815 936 1117 1052"><input type="checkbox"/></td></tr><tr><td data-bbox="500 1052 815 1171">NOT APPLICABLE</td><td data-bbox="815 1052 1117 1171"><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



ANNEXURE V

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.
- 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.



INSTRUCTION TO BIDDERS



- 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 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.



INSTRUCTION TO BIDDERS



- 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>
- 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:
- (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.



INSTRUCTION TO BIDDERS



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.

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;



INSTRUCTION TO BIDDERS



- 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

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.



INSTRUCTION TO BIDDERS



- (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 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 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:

- 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 practising cost accountant or practising 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.



INSTRUCTION TO BIDDERS



- 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.
- 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 local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 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



INSTRUCTION TO BIDDERS



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 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%)
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.



**FORM-1
UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)**

To,

M/s GAIL (INDIA) LIMITED

SUB: TENDER for the supply of Ball Valves

Dear Sir

We, M/s _____ (Name of Bidder) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>
Policy to Provide Purchase Preference (linked with local content)	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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 for the supply of Ball Valves

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:



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
NOIDA

SUB:
TENDER for the supply of Ball Valves

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)
- (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 for the supply of Ball Valves

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	
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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 for the supply of Ball Valves

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]

Date:

Name:

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



LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, ETC.
F-16	AGREEMENT BETWEEN BIDDER FOREIGN SUPPORTING COMPANY
F-17	GUARANTEE BY FOREIGN BASED SUPPORTING COMPANY
F-18	CERTIFICATE ISSUED BY COMPANY SECRETARY OF FOREIGN BASED COMPANY
F-19	BANK GUARANTEE FOR PERFORMANCE SECURITY FROM FOREIGN BASED SUPPORTING COMPANY OF THE BIDDER
F-20	DECLARATION ON BID SECURITY
F-21	DECLARATION ON SUBMISSION OF CPBG

	INSTRUCTION TO BIDDERS	
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FORM F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB : ARC TENDER FOR THE SUPPLY OF BALL VALVES

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/Others
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, provide current address of the firm for ordering purpose.	City: District: State: PIN/ZIP
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no.	
8	Telephone Number & Contact Information address where order is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. :
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	[Enclose copy of PAN Card]

	INSTRUCTION TO BIDDERS	
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13	GST No. (refer sl. no. 7 above)	
14	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 <i>If Yes, please provide the name of portal</i>

Note: *GAIL intent to place the order/contract directly on the address from where Goods are produced/dispatched OR 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 the address on which order is to be placed at sl.no.6 above.

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

	INSTRUCTION TO BIDDERS	
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FORMAT F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
NOT APPLICABLE

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB : ARC TENDER FOR THE SUPPLY OF BALL VALVES

(To be stamped in accordance with the Stamp Act)

To, M/s GAIL (India) Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

E-Mail ID:
Telephone/Mobile No. :

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.



F-3

LETTER OF AUTHORITY

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

Dear Sir,

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

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

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

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

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

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



F-4
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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 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



INSTRUCTION TO BIDDERS



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 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

	INSTRUCTION TO BIDDERS	
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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	
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F-5
AGREED TERMS & CONDITIONS

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, and address	Bidder's name : Address:
2.	Bidder furnishes EMD/Bid Security details as under : a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
3.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	Bidder confirms that quoted prices are strictly as per Price Schedule format of the Tender Document.	
6.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
7.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
8.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
9.	Bidder confirms that 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. 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.	



INSTRUCTION TO BIDDERS



10.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
11.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
12.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
13.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.	
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 a partner.	Confirmed Not confirmed
15.	Bidder confirms that all correspondence must be in ENGLISH language only.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)	
18.	Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule of Price Bid.	Confirmed
19.	Whether in the instant tender items 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:.....%
20.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Price Schedule of Price Bid.	Confirmed
21.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
22.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	



INSTRUCTION TO BIDDERS



23.	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
24.	No Deviation Confirmation: It may be noted 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.	
25.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges 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. Bidder expressly agrees, acknowledges and understands 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, Bidder hereby expressly waives, releases and foregoes 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."	
26.	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. 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.	
27.	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.	
28.	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.	



INSTRUCTION TO BIDDERS



29.	<p>Import Content: If bidder's offer is based on certain imported raw materials required for equipment / materials offered, bidder specify the following:</p> <p>(a) Bidder confirms that quoted prices are based on Merit rate of customs duty, applicable Cess and IGST as applicable.</p> <p>For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, in such case, bidder indicates Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Bidder indicates Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Bidder indicates brief description / specification with itemized CIF value and country of origin of imported material.</p> <p>(e) Bidder indicates classification with tariff no. under which Vendor intends to import.</p> <p>(f) Bidder confirms that prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Bidder confirms that quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the Bidder. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to change in Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	
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	INSTRUCTION TO BIDDERS	
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30.	Bidder confirms that they have read and understood the General Conditions of Contract – Goods 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-Goods.	
31.	Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	
32.	Whether Bidder is Startup or not	Start up Clause not applicable
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	
33.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

To,
M/s GAIL (INDIA) LIMITED

SUB:
TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



INSTRUCTION TO BIDDERS



F-7 BIDDER'S EXPERIENCE

To,

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

Sl. No	Description of the Supply/ Services	PO/ Contract No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract /Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/ Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-8 CHECK LIST

To,
M/s GAIL (INDIA) LIMITED
NOIDA
SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Copy of Bid Security		
iii	Digitally signed Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC Criteria of Tender Document.		
vi	Confirm submission of documents along with unpriced bids per tender requirement.		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format uploaded in e-portal.		
4.0	Confirm that annual reports & duly filled in Form F-9, if applicable and Form F-10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-9

**FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

Date:

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



INSTRUCTION TO BIDDERS



F-10

Page 1 of 2

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

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

A. AUDITED ANNUAL TURNOVER* OF PRECEDING THREE FINANCIAL YEARS:

Table with 2 columns: Year, Amount (Currency). Rows for Year 1, Year 2, Year 3.

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Table with 2 columns: Description, Year ____ Amount (Currency). Row for 1. Net Worth.

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Table with 2 columns: Description, Year ____ Amount (Currency). Rows for 1. Current Assets, 2. Current Liabilities, 3. Working Capital (Current Assets- Current liabilities).

*Refer Instructions on page 2 of 2

Notes:

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
(ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
(iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:

[Signature of Authorized Signatory]



INSTRUCTION TO BIDDERS



Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN:

Page 2 of 2

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
 M/s GAIL (INDIA) LIMITED
 NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____
 NAME OF BIDDER : _____



INSTRUCTION TO BIDDERS



F-12

E-Banking Mandate Form

(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN GAIL)

(To be issued on vendors letter head)

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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)

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Bid Document No. 40/LEPL/GAIL/2-R0
Section I – BEC



INSTRUCTION TO BIDDERS



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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 (प्रोग्र एम सीएल) / Dy Gen. Manager (C&P)
 गैल (इंडिया) लिमिटेड / GAIL (India) Limited
 जुबिली टावर, 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-14 FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Bid is to be submitted through GEM Portal. GAIL E-Tendering not applicable.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 48of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



INSTRUCTION TO BIDDERS



FORM F-15

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: – ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

To,

Dear Sir,

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

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

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-16

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

Whereas

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

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

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

- a) M/s. _____ (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in
the tender document as a main bidder and liaise GAIL directly for any clarifications etc. in this
context.



INSTRUCTION TO BIDDERS



- b) M/s. _____[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GAIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)



INSTRUCTION TO BIDDERS



F-17

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

FOR

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

TOWARDS

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

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

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

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

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



INSTRUCTION TO BIDDERS



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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been issued without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that



INSTRUCTION TO BIDDERS



decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

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

(Strike through the clause whichever is not applicable)

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



INSTRUCTION TO BIDDERS



For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



INSTRUCTION TO BIDDERS



F-18

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: – ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

The above certificate should be enclosed alongwith the Guarantee.



INSTRUCTION TO BIDDERS



F-19

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

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: ARC TENDER FOR THE SUPPLY OF BALL VALVES

Dear Sir(s),

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

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

performance guarantee for Indian Rupees/US\$ towards providing complete

financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above,



INSTRUCTION TO BIDDERS



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

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

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

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER have been fully paid and its claims satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the



INSTRUCTION TO BIDDERS



constitution of GAIL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/USDollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank



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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.
5. CPBG/Security Deposit will not be accepted in case the same has reference of remitter/financier other than bidder on the aforementioned financial instrument of CPBG/Security deposit submitted by the Supplier/Contractor / Service Provider.



INSTRUCTION TO BIDDERS



F-20

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB : ARC TENDER FOR THE SUPPLY OF BALL VALVES

Dear Sir

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

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

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

- (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



F-21

**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 : ARC TENDER FOR THE SUPPLY OF BALL VALVES

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

1.0 GENERAL

The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancy of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders. Other terms and condition will be applicable as specified elsewhere as “**General Condition of Contract**” in the tender document.

2.0 SPECIAL TERMS OF THE CONTRACT

2.1 Item-wise evaluation shall be carried out on total quoted prices including applicable **(GST (CGST & SGST/UTGST or IGST))**.

2.1.1 Successful bidder shall enter into an agreement for rate contract valid for Two (02) years period from the date of issue of FOA extendable up to six (06) months. The prices shall remain firm and fixed till complete execution of intimations/ release orders/ purchase orders placed against the ARC and will not be subject to any variation except for statutory variations as per provisions of the tender document.

2.1.2 GAIL shall issue intimation letter / release order / purchase order for the Main line and other valves as and when required during the contract period.

When intimation letter / release order / purchase order is issued before expiry of ARC, the rates shall remain valid up to the execution of that particular intimation letter / release order / purchase order and shall not subject to variation on any account except statutory variations.

2.1.3 The Main line and other valves being purchased shall be delivered at GAIL stores / sites as per project requirements.

2.2 Bidder shall furnish despatch particulars of the consignment immediately to GAIL & PMC and Insurance Company after despatch of the material.

2.3 The bidder shall indicate bid prices on the appropriate formats for “Schedule of Rates (SOR) / Price Schedule” enclosed as part of Bidding 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.

2.4 Wherever applicable Bidder shall have a valid license to use API monogram for proposed manufacturing plant and bidder shall ensure that the license is valid throughout the validity of contract. Otherwise bid will not be considered for evaluation.

2.5 The first order for ¾” valves will be minimum 40% of Tendered quantity.

2.6 **Evaluation Methodology:**

Please refer section – II of Bid Document

- 2.7 Bidder must quote for full quantity of SOR items.
- 2.8 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limiting the Purchaser's right to contract on different terms.
- 2.9 The quoted prices shall be inclusive of all Inspection / testing charges as called for in scope of work and specifications attached elsewhere. Bidder to ensure that no charges shall be quoted extra / outside the unit rate. All the testing / inspection charges as applicable shall be included in the item-wise unit price.
- 2.10 Inspection shall be done by GAIL / PMC for which no extra charges shall be payable. All personal expenses including boarding, lodging, tickets etc of inspectors shall be borne by the purchaser.

3 TERMS OF PAYMENT

3.1 SUPPLY:

- 3.1.1 90% of Invoice value with 100 % taxes will be paid within 15 days progressively through e-banking against receipt of materials against submission of Invoices as per GST act, in triplicate & after adjustment of PRS, if any, along with:
 - a. Inspection release note by Purchaser/Consultant/ TPI of GAIL
 - b. GR/ LR (Original)
 - c. Packing List
 - d. Documents as specified in the Technical Specifications / Material Requisition, of the bid Documents.
 - e. Proof of custom clearance including payment of custom duty for imports permitted in the contract, if applicable.
 - f. Despatch Instruction / clearance by purchaser.
- 3.1.2 Balance 10% amount of Invoice value shall be paid within 30 days of receipt & acceptance of goods at site and against submission of No dues and No claim certificates.

3.2 DEDUCTION AT SOURCE:

- 3.2.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 3.2.2 Purchaser will release payments to the Contractor / Supplier after offsetting all dues to the Purchaser payable by the Contractor / Supplier under the Contract.

3.3 PAYING AUTHORITY

General Manager (F&A)
GAIL (India) Limited

Jubilee Tower
B 35-36, Sector-1, Noida, U.P INDIA

4 COMPLETION PERIOD (DELIVERY SCHEDULE)

- 1) Delivery of goods shall be based on FOT GAIL Vagodia site basis. The date of delivery of goods at site shall be considered as date of delivery.
- 2) The materials to be supplied, in the scope of the bidder, shall be shipped as per the following schedule:

1. SOR Item No. 1 to 4 : 6 months from the date of LOI

2. SOR Item No. 5 to 8 : 4 Months from the date of LOI

- 3) For each individual WO, delivery / completion shall be counted from the date of Letter of Intent (LOI) issued by GAIL (I) Limited.
- 4) Failure to meet delivery schedule will be subjected to Price Reduction Schedule.
- 5) Delivery period as above shall be essence of agreement and no variation shall be permitted, except with prior authorisation in writing by GAIL.

5 PRICE REDUCTION SCHEDULE :

- 5.1 If the Bidder fails to deliver any or all of materials or performance of the work and service within the time period (s) specified in the Order/ Contract, GAIL shall without prejudice to any other remedy(ies) under the order/ contract, reduce a sum calculated on the below mentioned basis. The value referred in this PRS Clause is excluding taxes and duties. Price Reduction will have two parts, which is as under.

Price Reduction will be applicable @ ½ % of the release order/Individual PO value per week of delay or part thereof in supply/ completion of work subject to a maximum (ceiling) of 5% of total Release Order (Individual Order) value.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total individual release order value. The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order.

The value referred in PRS Clause is excluding taxes and duties.

6 GUARANTEE

The materials/goods supplied within the scope of this contract shall be guaranteed for a period of twelve (12) months from the date of commissioning or twenty four (24) months from the date of delivery at GAIL's store / site; whichever is earlier.

Contract Performance Bank Guarantee (CPBG):

SD / CPBG @ 3% of Annualized Order / Contract value to be submitted within 30 days of FOA/notification of award.

7 TESTS AND INSPECTION

- 7.1 The bidder shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to them during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 7.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Bidder shall be carried out by Bidder at his own cost.
- 7.3 The work is subject to inspection at all times by the GAIL. The Bidder shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.
- 7.4 The Bidder shall provide for purpose of inspection, access ladders, lighting and necessary instruments at their own cost including Low Voltage (24 V) lighting equipments for inspection work. Compressed air, Nitrogen, flange/ fittings, PGs, consumables etc. for carrying out works shall be arranged by the Bidder at their own cost.
- 7.5 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Bidder shall carryout the rectifications at his own cost.
- 7.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by GAIL. These reports shall form part of the completion documents.
- 7.7 Inspection and acceptance of the supplies / work shall not relieve the Bidder from any of his responsibilities under this Contract.
- 7.8 Third Party Inspectors shall be deployed by the bidder at their own cost. Vendor to propose minimum 3 TPI agencies from which one shall be selected with GAIL's approval. TPI appointed by the bidder shall be present during stage wise inspection, Hydro-test, FAT also.
- 7.9 All inspections and tests shall be made as required by the specifications forming part of this contract. Bidder shall advise GAIL in writing at least 7 days in advance of the date of final inspection/tests (FAT). Signed copy of FAT report after carrying out internal inspection shall be submitted by the bidder along with the FAT call. Manufacturer's inspection or testing certificates for equipment and materials supplied may be considered for acceptance at the discretion of GAIL. All costs towards testing etc. shall be borne by the bidder within their quoted rates. All inspection of various items shall be

carried out based on Quality Assurance Plan, which will be submitted by the Bidder and duly approved by GAIL.

8 STATUTORY APPROVALS

- 8.1 Bidder to submit all the documents as per tender specifications. Approval of documents submitted by the bidder shall not relieve the bidder from any of his responsibilities under this contract. Inspection and acceptance of the work by statutory authorities shall not relieve the bidder from any of his responsibilities under this contract.
- 8.2 Any changes/additions required to be made to meet the requirements of statutory authorities, shall be carried out by the bidder, within the contract price, and to no additional cost to GAIL.

9 PROJECT SCHEDULING & MONITORING

The following schedules/ documents/ reports shall be prepared and submitted by the Bidder for review/ approval after the award of contract.

(i) Overall Project Schedule

The Bidder shall submit within 1 week of Fax of Acceptance, a sufficiently detailed over all Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

(ii) Progress reports

(i)	BIDDER shall make every effort to keep the GAIL adequately informed as to the progress of the WORK throughout the CONTRACT period. BIDDER shall keep the GAIL informed well in advance of the fabrication schedule so as to permit the GAIL to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of
	WORK. It is imperative that close coordination be maintained with the GAIL during all phases of WORK.
(ii)	Once a fortnight, BIDDER shall submit a summary of the WORK accomplished during the preceding weeks in form of percentage completion of the various phases of the WORK, to the GAIL.

10 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 10.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of bidder. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 10.2 The Bidder shall establish document and maintain an effective quality assurance system as outlines in recognised codes.
- 10.3 Quality Assurance system plans/procedures of the Bidder shall be furnished in the form of a 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 organizational approach for quality control and quality assurance of the fabrication activities, at all stages of work at site as well as the manufacturer's works and despatch of materials.
- 10.4 The GAIL/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

11 MAKE OF MATERIAL / BOUGHT OUT ITMES

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the bidder for its make/ supplier's name as per Note mentioned in the list of vendors for bought out items.

12 TRANSIT INSURANCE

- 12.1 The price quoted must exclude transit Insurance charges transit Insurance shall be arranged and born by the Purchaser. Dispatch particulars [as per Packing, Marking and Shipping Instructions shall be furnished and addressed to insurance agency immediately on dispatch. Details of insurance agency & policy Nos. shall be informed by GAIL.

13 GENERAL INFORMATION

- i) Name & Address of the Bankers : State bank of India
CAG II Branch, Red Fort Capital,
Parsvnath Towers, Bhai Veer Singh
Marg, Near Gole Market Speed Post,
New Delhi 110 001.

- iii) Preferred mode of despatch : Domestic: By Road

- iii) GST Invoice to be raised to : OIC, GAIL (INDIA) LTD,
Respective sites (to be confirmed
during placement of firm order/ later)

14. LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

15. RECOVERY OF CUSTOMS DUTY, AND GST

In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor / Supplier, immediately on enforcement of such variation, under intimation to the Contractor / Supplier.

16. REJECTION

16.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

16.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

17. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

18. GOVERNING LAW

Laws of India will govern the Agreement and Delhi courts will have exclusive jurisdiction on all matters related to Agreement.

19. EMPLOYER'S RIGHTS AND REMEDIES

Without prejudice to EMPLOYER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the EMPLOYER, CONTRACTOR / SUPPLIER is not in a position to makeup the delay to meet the intended purpose, the EMPLOYER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

20. ORIGIN OF GOODS

NA

21. SUBMISSION OF FALSE / FORGED DOCUMENT

- 21.1 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).
- 21.2 In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, GAIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to GAIL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 21.3 In case this issue of submission of false document comes to the notice after execution of work, GAIL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- 21.4 Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of GAIL debarring them from future business with GAIL.

24. TRANSPORTATION OF GOODS

As per Section 3 of the "Carriage by Road Act 2007", no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods must transported only through registered common carriers.

25. INCOME TAX

GAIL's PAN No.
AAACG1209J

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

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

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

26. REPEAT ORDER

Not Applicable

27. PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS – AS PER ATTACHMENT – 1

ATTACHMENT - 1

1.0 General

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part- I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.

3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.

3.8 All pipes shall be packed as under:

- a) Upto 50mm NB in Wooden cases/crates.
- b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
- c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.

3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.

3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

4.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: GAIL (INDIA) LIMITED

PROJECT/PLANT:

DESTINATION:

Purchase Order No..... Net

Wt..... Kgs Gross Wt.....Kgs.

Dimensions..... X..... X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled,

the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.3 Despatch by Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to GAIL/PMC EIC (respective Project Site).

5.4 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks. Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of GAIL/PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be despatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-

164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform GAIL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to GAIL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, GAIL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, GAIL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise

together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.