



GAIL INDIA LIMITED

**ARC INVENTORY CREATION PROJECT FOR LAST MILE
CONNECTIVITY**

**VOLUME I OF II (COMMERCIAL)
BID DOCUMENT FOR PROCUREMENT OF FLANGES AND FITTINGS
(BID DOCUMENT NO - 034/LEPL/GAIL/011-R0)
E-TENDER REF: 8000015478
OPEN DOMESTIC COMPETITIVE BIDDING**



Lyons Engineering Pvt. Ltd.



INVITATION FOR BIDS



TABLE OF CONTENT

VOLUME I OF II

1. Section: I INVITATION FOR BID (IFB)
2. Section: II BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
3. Section: III INSTRUCTION TO BIDDERS
FORMS & FORMATS
ANNEXURES
4. Section: IV GENERAL CONDITIONS OF CONTRACTS – GOODS (GCC- GOODS)
5. Section: V SPECIAL CONDITION OF CONTRACTS (SCC) & ANNEXURE TO SCC
6. Section: VI SCHEDULE OF RATES

VOLUME II OF II

7. Section: VII TECHNICAL SPECIFICATIONS, SCOPE OF WORK AND DRAWINGS



INVITATION FOR BIDS



SECTION-I

INVITATION FOR BID (IFB)



SECTION-I "INVITATION FOR BID (IFB)"

Ref No. E- Tender ref: 8000015478

Date: 10.01.2020

To,
Prospective Bidders

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CS FLANGES AND FITTINGS ON ARC 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 the youngest 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 e-tendering portal of GAIL (<https://etender.gail.co.in>) 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 CS FLANGES AND FITTINGS				
(B)	TENDER NO.&DATE	E-tender No.: 8000015478 Date: 10.1.2020				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">SINGLEBID SYSTEM</td> <td style="width: 20%;"></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td style="text-align: center;">✓</td> </tr> </table>	SINGLEBID SYSTEM		TWO BID SYSTEM	✓
SINGLEBID SYSTEM						
TWO BID SYSTEM	✓					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">E-TENDER</td> <td style="width: 20%; text-align: center;">✓</td> </tr> <tr> <td>MANUAL</td> <td></td> </tr> </table> <p>E-TENDERNO: 8000015478</p>	E-TENDER	✓	MANUAL	
E-TENDER	✓					
MANUAL						
(E)	CONTRACTUAL DELIVERY DATE	16 weeks from the date of issue of intimation letter / release order on FOT site basis.				

Bid Document No. 034/LEPL/GAIL/11-R0

1. Section I - IFB



INVITATION FOR BIDS



(F)	BID SECURITY/EARNEST MONEY DEPOSIT(EMD)	<table border="1" data-bbox="735 394 1179 569"><tr><td data-bbox="735 394 959 480">APPLICABLE</td><td data-bbox="959 394 1179 480">✓</td></tr><tr><td data-bbox="735 480 959 569">NOT APPLICABLE</td><td data-bbox="959 480 1179 569"></td></tr></table> <p data-bbox="683 575 1341 636">Amount : Refer Note (Also refer Clause no. 16 of ITB & BDS for details)</p>	APPLICABLE	✓	NOT APPLICABLE	
APPLICABLE	✓					
NOT APPLICABLE						
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p data-bbox="683 726 1230 787">From 10.1.2020 (1600Hrs.,IST) to 10.2.2020 (1400Hrs.,IST) on following websites:</p> <ul data-bbox="683 814 1321 1129" style="list-style-type: none">(i) GAIL's Tender Website – www.gailtenders.in(ii) Govt. CPP Portal - https://eprocure.gov.in(iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in <i>[in case of e-Tendering]</i>(iv) Government E-Market (Gem) Portal(v) www.lyonsengineers.com				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	<p data-bbox="683 1157 943 1218">Date : 17.01.2020 Time: 1500hrs. (IST)</p> <p data-bbox="683 1224 1170 1407">Venue: GAIL (India) Limited Plot No.B-35&36 Sector-1,Noida,-201301 Dist.Gautam Budh Nagar,Uttar Pradesh (India)</p>				
(I)	BID DUE DATE & TIME	<p data-bbox="683 1419 883 1480">Date: 10.2.2020 Time: 1400 hrs.</p>				
(J)	DATE AND TIME OF UN-PRICED BID OPENING	<p data-bbox="683 1493 894 1554">Date: 10.2.2020 Time: 1500 hrs.</p> <p data-bbox="683 1560 1036 1722">Venue: GAIL (India) Limited Plot No.B- 35&36 Sector-1,Noida,-201301 Dist.Gautam Budh Nagar,UP</p>				

	INVITATION FOR BIDS	
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(K)	CONTACT DETAILS	Head (C&P) Lyons Engineering Pvt. Ltd. C-35, Block C, Lajpat Nagar I, Lajpat Nagar, New Delhi, Delhi 110024 Phone No. 011-49508755 E-mail: girish.kumar@lyonsengineers.com
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Note : All bids should be accompanied by Bid Security as detailed under;

Group No.	Bid Security requirement in INR
A	4,97,900.00
B	5,68,300.00
C	6,65,000.00
D	9,45,500.00

Note : In case a bidder quote for more than one Group, the Bid Security applicable shall be as under;

Groups	Bid Security requirement in INR
AB	1,066,100.00
AC	1,163,000.00
AD	1,443,400.00
ABC	1,731,200.00
ABCD	1,338,400.00
ACD	1,054,300.00
ABD	1,005,800.00
BC	1,233,400.00
BD	1,513,800.00
BCD	1,089,500.00
CD	1,610,700.00

Notes:

- a) Evaluation and ordering will be carried out on Group wise basis.
- b) Bidder must quote for all items of the quoted group. Otherwise his offer shall be liable for rejection.

Bid Document No. 034/LEPL/GAIL/11-R0

1. Section I - IFB



- c) For detailed Technical specification refer Volume II of II.
- d) Bids submitted online 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 depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 The following documents in addition to uploading in the e-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 the e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
- 5.0 Deleted
- 6.0 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.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its Amendment(s), if any from websites [refer Clause No. 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid 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 Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.

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.



INVITATION FOR BIDS



- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

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



CUT-OUT SLIP

DO NOT OPEN-THIS IS A QUOTATION

BidDocument No.	:	E-Tender No.8000015478
Item Description	:	TENDER FOR PROCUREMENT OF CS FLANGE AND FITTINGS
Due Date&Time	:	Up to 1400 Hrs. (IST) on 10.2.2020

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



BID EVALUATION CRITERIA (BEC)



E-Tender ref : 80000015478

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 various flanges & fittings.

2.0 BRIEF SCOPE OF SUPPLY

The Scope of supply consists of Elbows, Equal Tees, Flow Tees, Concentric Reducers, WNRF Flanges, Blind Flanges, Weldolet and LR Bends as under following Groups;

- (i) **GROUP A** - Flanges (Size ¾ " to 36") and Spectacle blind (2" to 12")
- (ii) **GROUP B** – Concentric reducer (2" to 36"), Elbow (¾ to 12"), Equal Tee (2" to 12"), Unequal Tee (2" to 24"), Sockolet (4" to 12"), Weldolet (4" to 36")
- (iii) **GROUP C** - Flow Tee (4" to 12")
- (iv) **GROUP D** - Bend (4" to 12")

3.0 CONTRACT PERIOD AND DELIVERY SCHEDULE

Contract Period: The rate contract shall be valid for 2 (two) years from the date of Fax of Acceptance.

Delivery Schedule: 16 weeks from the date of issue of intimation letter / release order on FOT site basis. Date of LR shall be considered as the date of delivery.

4.0 BIDDER'S EVALUATION CRITERIA

4.1 TECHNICAL CRITERIA



4.1.1 FOR GROUP A – FLANGES, SPECTACLE BLIND

4.1.1.1 The bidder shall be a manufacturer of items as quoted.

4.1.1.2 The bidder, in last seven (7) seven years reckoned from the bid due date, should have designed, manufactured, tested and supplied from the proposed manufacturing plant at least one (1) number of Flange/Spectacle Blind equal or higher in terms of size & pressure rating specified in the group as quoted for.

4.1.2 FOR GROUP B – EQUAL TEE, UNEQUAL TEE, CONCENTRIC REDUCER, WELDOLET, SOCKOLET, ELBOW

4.1.2.1 The bidder shall be a manufacturer of items as quoted.

	<u>BID EVALUATION CRITERIA (BEC)</u>	
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4.1.2.2 The bidder, in last seven (7) seven years reckoned from the bid due date, should have designed, manufactured, tested and supplied from the proposed manufacturing plant at least one (1) number of Equal Tee/Unequal Tee/Concentric Reducer/Weldolet/Sockolet /Elbow of atleast equal or higher in terms of size & pressure rating specified in the group as quoted for.

4.1.3 FOR GROUP C – FLOW TEE

4.1.3.1 The Bidder shall be a manufacturer of items as quoted.

4.1.3.2 Bidder should have designed, manufactured, tested and supplied at least one (1) number of Flow Tee, that are of same type, equal or higher in terms of size & pressure rating as quoted for, in the last seven (7) years reckoned from the bid due date.

4.1.4 FOR GROUP D – BEND

4.1.4.1 The bidder shall be a manufacturer of items as quoted.

4.1.4.2 The bidder, in last seven (7) seven years reckoned from the bid due date, should have designed, manufactured, tested and supplied from the proposed manufacturing plant at least one (1) number of Bend which is atleast equal or higher in terms of size & pressure rating specified in the group as quoted for.

Note:

1. Experience of only the bidding entity shall be considered. A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
2. Bids from Consortium/Joint bids/multiple bids/alternative bids shall not be accepted in the instant tender.
3. 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



BID EVALUATION CRITERIA (BEC)



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 FINANCIAL CRITERIA

4.2.1 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;

Group No.	Minimum Annual Turnover requirement (In INR lakhs)
A	62
B	71
C	83
D	118

4.2.2 NET WORTH

Net worth of the bidder should be positive as per the last financial statement.



4.2.3 WORKING CAPITAL

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

Group No.	Minimum Working Capital Requirement (In INR Lakhs)
A	12
B	14
C	17
D	24

Note :

(1) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having Networth not less than Rs. 100 Crores, confirming the availability of line of credit for respective item amount specified in Table 4.2.3 above, irrespective of overall

	<u>BID EVALUATION CRITERIA (BEC)</u>	
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position of the working capital. The line of credit letter from Bank to be submitted strictly as per Format F-9 attached in Section III of ITB.

4.2.4 In case a bidder quotes for more than one Group, the bidder shall be required to meet the qualification requirement of Annual Turnover and Working Capital on cumulative basis, for the quoted Groups.

4.6 DOCUMENTS REQUIRED FOR COMPLIANCE TO BEC



BEC Clause No.	Description	Documents required for Qualification
	Documents Required for Technical Criteria	
4.1.1.1 4.1.2.1 4.1.3.1 4.1.4.1	Manufacturer of items.	MSME/NSIC/ISO or any other document deemed appropriate
4.1.1.2 4.1.2.2 4.1.3.2 4.1.4.2	Experience	Copy of Purchase order/ work order, Inspection release note/ completion certificate for Flanges / Fittings linked with Purchase order/ work order or any other document deemed appropriate to establish above mentioned qualification criteria. Note: Bidder shall arrange the qualification documents in such a way that all BEC documents should be in single file and all relevant documents pertaining to a PO should be together.
4.2	Documents Required for Financial Criteria	
4.2.1	Annual Turnover	Bidder(s) shall submit (upload in e-tender portal of GAIL) copy of Audited Annual Financial statement [Auditor's report, Balance sheet and Profit and Loss Account statement] of the three (3) preceding Financial Year(s) along with un-priced bid.
4.2.2	Net Worth	Bidder(s) shall submit (upload in e-tender portal of GAIL) copy of Audited Annual Financial statement [Auditor's report, Balance sheet and Profit and Loss Account statement] of the last



BID EVALUATION CRITERIA (BEC)



		Audited Financial Year along with un-priced bid.
4.3.3	Working Capital	<p>Bidder(s) shall submit (upload in e-tender portal of GAIL) copy of Audited Annual Financial statement [Auditor's report, Balance sheet and Profit and Loss Account statement] of the last Audited Financial Year along with un-priced bid.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than 100 crores (or equivalent in USD), confirming the availability of line of credit for working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format F-9 attached in Section III.</p>
General		
Note A	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
Note B	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.	Undertaking from the bidder.

	<u>BID EVALUATION CRITERIA (BEC)</u>	
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Note :

1. Bidders to note that all the BEC (Technical) related documents shall be under one file named BEC_ Technical. The same file shall be uploaded on the e-tendering portal.
2. Bidders to note that all the BEC (Financial) related documents shall be under one file named BEC_ Financial. The same file shall be uploaded on the e-tendering portal.

4.4 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC

- 4.4.1 Technical Criteria of BEC : All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.
- 4.4.2 For Financial Criteria of BEC : Bidder shall submit “Details of Financial Capability of the bidder in prescribed format (Format F-10) attached in Section – III of tender, duly signed and stamped by a Chartered Accountant.

Further a copy of Audited Financial Statement submitted in bid shall be duly certified/attested by Notary Public with legible stamp.

In absence of requisite documents, GAIL/LEPL reserve the right to reject the bid without making any reference to the bidder.

Notes: Bidders to note that all the BEC (Technical) related documents shall be under one file named BEC_Technical. The same file shall be uploaded on the e tendering portal.

5 EVALUATION METHODOLOGY

- 5.1 The price bids of only techno-commercially acceptable bidders for the techno-commercially acceptable items of it shall be opened and considered for evaluation.
- 5.2 Evaluation and award shall be done on Group wise lowest evaluated price.
- 5.3 Bidder may quote for one group or more than one group. However, bidder must quote for all items in a quoted group. In case bidder has not quoted for all items in a quoted group, bid shall not be considered for evaluation in subject quoted group.
- 5.4 The evaluated price of bidders shall include the following:
 - i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials and cost of Inspection by Third party agency).



BID EVALUATION CRITERIA (BEC)



- ii) Inland transportation up to Delivery location and other costs incidental to delivery of goods
- iii) GST (CGST & SGST/ UTGST or IGST) on the finished goods including inland transportation (i.e. on Sl. No. i and ii above)

Note:

- a) 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.
 - b) 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.
 - c) In case any cess on GST is applicable, same shall also be considered in evaluation.
- 5.5 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary / supporting document attached to the price bid, break-up of prices etc.
- 5.6 In case a bidder happens to be the lowest(L1) bidder for more number of groups but does not qualify against BEC for all quoted groups, the number of groups to be considered for award shall be restricted up to evaluation criteria and order shall be finalized on “Least Cost to GAIL” basis.
- 5.7 MSE preference shall be applicable as per Public Procurement Policy 2012 vogue.
- 6 Relaxation in BEC to Start-ups is not applicable in this Tender.



SECTION-II

INSTRUCTIONS TO BIDDERS

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



INSTRUCTION TO BIDDERS



INSTRUCTION TO BIDDERS

INDEX

- [A] GENERAL:
1. SCOPE OF BID
 2. ELIGIBLE BIDDERS
 3. BID FROM CONSORTIUM / JOINT VENTURE
 4. ONE BID PER BIDDER
 5. COST OF BIDDING
 6. SITE-VISIT
- [B] TENDER DOCUMENT:
7. CONTENTS OF TENDER DOCUMENT
 8. CLARIFICATION OF TENDER DOCUMENT
 9. AMENDMENT OF TENDER DOCUMENT
- [C] PREPARATION OF BID:
10. LANGUAGE OF BID
 11. DOCUMENTS COMPRISING THE BID
 12. BID PRICES
 13. GST (CGST&SGST/ UTGST or IGST)
 14. BID CURRENCIES
 15. BID VALIDITY
 16. EARNEST MONEY DEPOSITE (EMD)
 17. PRE-BID MEETING
 18. FORMAT AND SIGNING OF BID
 19. ZERO DEVIATION & REJECTION CRITERIA
 20. E-PAYMENT
- [D] SUBMISSION OF BIDS:
21. SUBMISSION, SEALING AND MARKING OF BID
 22. DEADLINE FOR SUBMISSION OF BID
 23. LATE BID
 24. MODIFICATION AND WITHDRAWAL OF BID
- [E] BID OPENING AND EVALUATION:
25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 26. BID OPENING
 27. CONFIDENTIALITY
 28. CONTACTING THE PURCHASER
 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 30. CORRECTION OF ERRORS
 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
 32. EVALUATION AND COMPARISON OF BIDS
 33. QUANTITY VARIATION
 34. PURCHASE PREFERENCE
- [F] AWARD OF CONTRACT:



INSTRUCTION TO BIDDERS



35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/
ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. QUARTERLY CLOSURE OF THE CONTRACT
49. DELETED
50. GUIDLINES FOR PROVISION REGARDING INVOICE FOR REDUCED
VALUE OR CREDIT NOTE TOWARDS PRS
51. VENDOR GREIVANCE PORTAL

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE OF
VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. ANNEXURE-III : ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)



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 to offer (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' 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, Meconetc. 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 Document is/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 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.
It shall be the sole responsibility of the bidder to inform GAIL their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:



INSTRUCTION TO BIDDERS



- (i) 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
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.5 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.

2.6 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.

2.7 **Power of Attorney:**

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

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) In case of Proprietorship: by Proprietor
 - b) In case of Partnership: by all Partners or Managing Partner
 - c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

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

4 **ONE BID PER BIDDER**



INSTRUCTION TO BIDDERS



- (i) 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.
- (ii) 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.

- (iii) Alternative Bids shall not be considered.
- (iv) The provisions mentioned at sl. no. (i) and (ii) 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

- 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.



INSTRUCTION TO BIDDERS



[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":

A. Volume I of II - Commercial

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format **
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Price Schedule/ Schedule of Rates

B. Volume II of II – Technical

- Section-VII: Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)

*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)

***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 without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB/ communicated to prospective bidders by e-mail.



INSTRUCTION TO BIDDERS



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 / communicated to prospective bidders by e-mail. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

9.3 The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the 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 Bidders are requested to refer instructions for participating in e-Tendering, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on GAIL's E-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. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (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'



INSTRUCTION TO BIDDERS



- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD, as per Clause 16 of ITB
- (j) All other forms and Formats including Annexures.
- (k) Copy of Integrity Pact as per Form F-13
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s)digitally signedby the Authorized Signatoryholding 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 Documentas per instructions mentioned hereunder and to be uploaded in SOR attachmentin GAIL'se-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.



INSTRUCTION TO BIDDERS



- 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), a single part containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

12 BID PRICES

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

- 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) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) 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 may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.

THE MATERIAL IS REQUIRED TO BE DELIVERED THROUGH A RELIABLE BANK APPROVED ROAD TRANSPORT COMPANY AND WHO IS 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.

- 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). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.



INSTRUCTION TO BIDDERS



- 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. The date of delivery of goods at site shall be the date of delivery. Other terms 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.
- 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.
- 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 Invoice. Any claim for arrears on



INSTRUCTION TO BIDDERS



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

If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any 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.



INSTRUCTION TO BIDDERS



- 13.7 The supplier shall mention the particulars of GAIL (India) Limited, (place specified in BDS) on the 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 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.
- 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 The rate of GST as quoted in Price Schedule shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GAIL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.
- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).



INSTRUCTION TO BIDDERS



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)**

16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of GAIL (India) Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

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

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

16.3 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by GAIL as non-responsive.



INSTRUCTION TO BIDDERS



- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA],
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 EMD/Bid Bond will not be accepted in case the same has reference of remitter /financier other than bidder on the aforementioned financial instrument of EMD/Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order.
- 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 and give hands-on demonstration of e-tendering process. The



INSTRUCTION TO BIDDERS



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 GAIL's e-Portal (in case of e-tendering) 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 each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) 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**

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) Earnest Money Deposit



INSTRUCTION TO BIDDERS



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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 EMD /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.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 The Bid must be uploaded on GAIL's e-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. 9.0 of ITB. In which 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 GAIL's e-Portal and will be communicated to the prospective bidders.

23 LATE BID



INSTRUCTION TO BIDDERS



- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of GAIL 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 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.

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 on a short notice.



INSTRUCTION TO BIDDERS



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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

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:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) 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:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.



INSTRUCTION TO BIDDERS



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 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 (by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/corrected accordingly.

(iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the Bid will be adjusted by the 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 (refer clause 7.0 of ITB).

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup 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.



INSTRUCTION TO BIDDERS



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. 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

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

[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/dispached are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

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 Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. 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/CompletionPeriod 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.



INSTRUCTION TO BIDDERS



37.0 DISPATCH SCHEDULE

37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site 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
- (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.

38 CONTRACT PERFORMANCE SECURITY /

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) to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.



INSTRUCTION TO BIDDERS



- 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, the bidder can submit CPBG on line through issuing bank to GAIL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.5 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS.

While remitting, 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 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.

- 38.6 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order.
- 38.7 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.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com).

39.3 **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



INSTRUCTION TO BIDDERS



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 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-splitable 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.



INSTRUCTION TO BIDDERS



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) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhar Memorandum.
- b) If the MSE is owned by SC/ST 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 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.

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



INSTRUCTION TO BIDDERS



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 requested 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.
- 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:-



INSTRUCTION TO BIDDERS



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

42. **VENDOR PERFORMANCE EVALUATION**

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

43. **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.

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.

44. **DISPUTE RESOLUTION MECHANISM**

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, 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.



INSTRUCTION TO BIDDERS



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

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.



INSTRUCTION TO BIDDERS



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

3. GOVERNING LAW AND JURISDICTION:

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

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute 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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

46 REPEAT ORDER

Not applicable

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48 QUARTERLY CLOSURE OF THE CONTRACT(FOR APPLICABILITY REFER BDS)

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

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



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

49.0 Deleted

50.0 **GUIDLINES 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.

51. **VENDOR GREIVANCE PORTAL**

GAIL has developed Vendor Grievance Portal –“ Samadhan” for timely addressing the issues of Vendor/Supplier/Contractor/Consultant. The same is available on GAIL online portal (<http://gailonline.com>).

Accordingly the methodology to resolution of issue (s) of Vendor/Supplier/Contractor/ Consultant shall be as under

- (i) Any issue should be first referred to EIC (for LOA/Contracts))/Deiaing C&P Executive (for Purchase order)
- (ii) In case issue is not resolved by above, Vendor /Supplier/Contractor/Consultant may submit their issue to Vendor Grievance Portal – “Samadhan”. The same will be addressed by GAIL within 15 days.
- (iii) In case, Vendor /Supplier/Contractor/Consultant is not satisfied, their is a provision of escalation of issue to higher authority in GAIL. This option available two times.
- (iv) Further, issue (s) can only be submitted upto 1 month after closure of respective Order/LoA/Contract.



INSTRUCTION TO BIDDERS



Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- 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 Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of GAIL 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 of GAIL, 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



INSTRUCTION TO BIDDERS



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

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its 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/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.

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

(ii) After execution of contract and during Defect Liability Period (DLP)/ 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 CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period



INSTRUCTION TO BIDDERS



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

B.2.2 Period of Banning

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

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

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

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.

C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, GAIL when :-

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, GAIL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(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.



INSTRUCTION TO BIDDERS



- 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 process:

- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.

- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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 same/othertendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

- D.3.3 The existing contract (s)/ order (s) under execution shall continue.

- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of GAIL. Such an appeal shall be preferred within one month from the date 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.

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



Annexure-II

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL in Projects and in O&M 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 (PRDS)

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 PRDS, 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.



INSTRUCTION TO BIDDERS



iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ 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 PRDS (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to 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



INSTRUCTION TO BIDDERS



- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS 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 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. 28.3.1 of GCC-Goods)

- (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.



INSTRUCTION TO BIDDERS



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 Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance, shall be done immediately after execution of Order/Contract.
- ii) After execution of Orders, a PRDS (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 need to be initiated by Site C&P:

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



INSTRUCTION TO BIDDERS



- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS 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:

- (b) 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 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

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

- (iv) 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. 28.3.1 of GCC-Goods)



INSTRUCTION TO BIDDERS



- (d) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (e) 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.
- (f) 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.

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 should not be considered in ongoing tendering process/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/CPS will not be forfeited and payment will be made as per provisions of concerned



INSTRUCTION TO BIDDERS



Contract. However, this would be without prejudice to other terms and conditions of the Contract.

7.3. Effect on other ongoing tendering process:

7.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

7.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

7.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document 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 against any Tender Document 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 date 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 tendering process or withdrawal of Bid or modification of Bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD



INSTRUCTION TO BIDDERS



submitted 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.

11. 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 [PRDS] (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

Bid Document No. 034/LEPL/GAIL/10-R0
3. Section III - ITB



INSTRUCTION TO BIDDERS



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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
		- 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

A.	FOR WORKS/CONTRACTS	
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Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



i)	Submission of order acceptance, agreement, CPS/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, CPS/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	
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Annexure-2

GAIL (India) Limited

**PERFORMANCE RATING DATA SHEET [PRDS]
(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)



INSTRUCTION TO BIDDERS



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/PBG,	4 marks



INSTRUCTION TO BIDDERS



	Drawings and other documents within time	
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, CPS/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



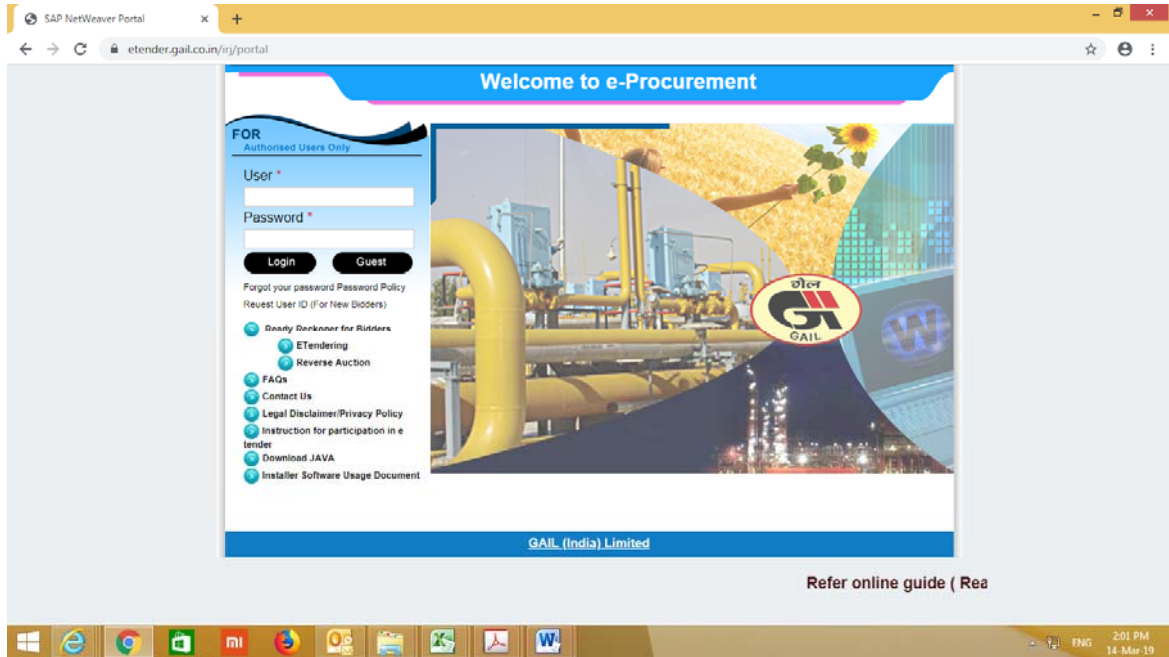
INSTRUCTION TO BIDDERS



Annexure-III

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

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





INSTRUCTION TO BIDDERS



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description
A. GENERAL	
1.1	The Purchaser is: GAIL (India) Limited
1.2	The Invitation for Bid/ Tender is for Supply of Valves on ARC basis
B. TENDER DOCUMENT	
8.1	For clarification purposes only, the communication address is: Attention: 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
C. PREPARATION OF BID	
11.1.1 (u)	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): Not applicable
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: Whether GAIL will be able to avail input tax credit in the instant tender
12& 13	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
	YES <input checked="" type="checkbox"/>
	NO <input type="checkbox"/>
12.3	Transit Insurance shall be arranged by :-
	GAIL <input checked="" type="checkbox"/>
	SUPPLIER <input type="checkbox"/>
12.5	Delivery basis shall be FOT Site, GAIL Vagodia <input checked="" type="checkbox"/>

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



	EX-WORKS,(Bidder to indication location)	<input type="text"/>								
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 3 months from final 'Bid Due Date'.									
16.1	In case 'Earnest Money / 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 mentioned in 13.7 and 13.8 above Bidder to mention reference no. "EMD/....." in narration while remitting bid security /EMD amount in GAIL's Bank Account. AND/OR 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	The E-Tender No. of this bidding process is: 8000015477									
22.2	For submission of physical document as per clause no. 4.0 of IFB, the Owner's/PMC address is : Attention: 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									
26	The bid opening shall take place at: GAIL(India) Limited Floor/Room number: 17 th Floor ,Plot No.B-35&36 City : Sector-1,Noida-201301 Country: India Date : 24.1.2020 Time: 1500 Hrs.									



INSTRUCTION TO BIDDERS



E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
36	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Mr. Sujit Biswas, Lyons Engineering Pvt. Ltd, C-35, Lajpat Nagar – I, New Delhi : 110024				
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>If applicable, the value/ amount of Contract Performance Security/ Security Deposit</p> <p>SD / CPBG @ 10% of Annualized Order / Contract value in case contract period is more than one year.</p> <p>OR</p> <p>Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
40	<p>Whether tendered item is split able or divisible :</p> <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"/>				
48	<p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	<p>Applicability of provisions relating to Startups:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				



INSTRUCTION TO BIDDERS



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	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.
F-16	GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
F-17	CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY
F-18	PROFORMA OF "BANK GUARANTEE "TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY



INSTRUCTION TO BIDDERS



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF VALVES

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number & Contact Information address where order is to be placed	(Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:



INSTRUCTION TO BIDDERS



10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	[If yes, please furnish details]
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Registration Certificate]
15	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
16	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 49)
17 a	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.	

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

	INSTRUCTION TO BIDDERS	
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Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



INSTRUCTION TO BIDDERS



FORMAT F-2
PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s GAIL (INDIA) LIMITED

SUB:
TENDER 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.

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

WITNESS:

(SIGNATURE)

(SIGNATURE)

	INSTRUCTION TO BIDDERS	
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(NAME)

(NAME)

Designation with Bank Stamp

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



INSTRUCTION TO BIDDERS



**F-3
LETTER OF AUTHORITY**

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

Date:

To,

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF 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.



INSTRUCTION TO BIDDERS



F-4

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF VALVES

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 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.



INSTRUCTION TO BIDDERS



3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period _____ on _____ receiving _____ instruction _____ from _____ M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor's liabilities.
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.



INSTRUCTION TO BIDDERS



9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with 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-5 AGREED TERMS & CONDITIONS

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF VALVES

This Questionnaire 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.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, and address	Bidder's name : Address:
2.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Bidder confirms that quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Bidder confirms that firm freight charges upto site are quoted in Price Schedule.	
5	Bidder specify the Dispatch Point as:	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	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.	
9.	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	

Bid Document No. 034/LEPL/GAIL/10-R0
3. Section III - ITB



INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
11.	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.		
12.	Bidder confirms that their offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.		
13.	Bidder furnishes EMD/Bid Security details as under : a) EMD/ Bid Security No. & date b) Value c) Validity		
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).		
15.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GAIL or their relative is not a partner.	Confirmed	
		Not confirmed	
16.	Bidder confirms that all correspondence must be in ENGLISH language only.		
17.	Bidder confirms that purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.		
18.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
19.	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		
20	Rate of applicable GST (CGST&SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %	
20.1	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:.....%	
21.	Harmonized System Nomenclature (HSN):		
22.	Bidder confirms that 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.		



INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23	Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
24	Bidder confirms that 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 their account	
25	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.	
26	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.	
27	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
28	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "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 there under. 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	

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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."	
29	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.</p>	
30	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.	
31	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



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
32	<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 (to enable owner to operate part order).</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</p>	<p>.....</p> <p>.....</p>



INSTRUCTION TO BIDDERS



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>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 Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	
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.	
34.	Confirm that Bidder 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 GCC.	

Place:
Date:

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



INSTRUCTION TO BIDDERS



F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF VALVES

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,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF VALVES

Sl. No	Description of the Supply/ Services	PO/ Contract No. and date	Full Address & phone nos. of Client.	Postal & phone nos. of Client.	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

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 bid as 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 9 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

[dealing officer may add extra provisions as per requirement of specific tender]

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Bid Document No. 034/LEPL/GAIL/10-R0

3. Section III - ITB



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

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF 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

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

Description	Year ____
	Amount (Currency)
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) [Applicable only in case of Indian Companies]
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



INSTRUCTION TO BIDDERS



Membership No.:

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



F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GAIL (INDIA) LIMITED
NOIDA

TENDER NO: 8000015477 – ARC TENDER FOR THE SUPPLY OF 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)

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) RTGSIFSC code of the bank branch
 - i) NEFTIFSC code of the bank branch
 - j) 9 digit MICR code

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



INSTRUCTION TO BIDDERS



INTEGRITY PACT

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

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.

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the GAIL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GAIL or its associates, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the

same

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri K.S. Ramasubban (email id: ramamma@hotmail.com)
- ii) Shri Sunil Krishna (email id: iem.gail.sunil@gmail.com)

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

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____.

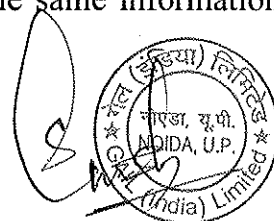
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to

Page 5 of 12

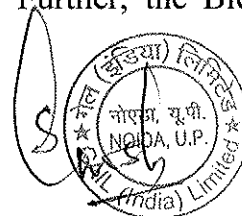


all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

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

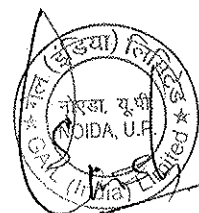
Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder /



Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.

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



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

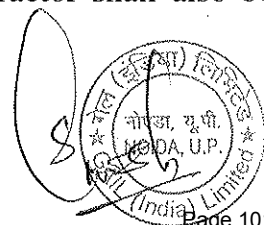
1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GAIL's future contract/ tender processes **for a period specified in GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per GAIL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

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

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

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be



banned from the future business with Principal with consequential actions as per provisions of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

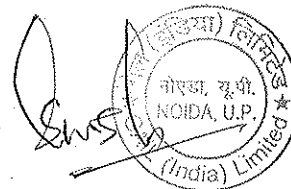
1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by GAIL as per GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

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

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

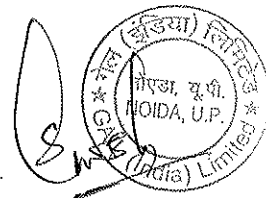
Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors



If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.



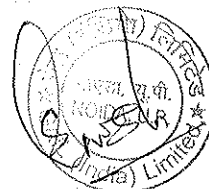
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

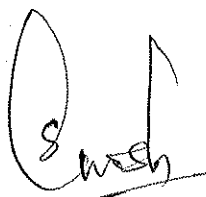
The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscellaneous provisions



1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.



 (Name & Designation)

For the Principal

सिद्धार्थ घोष / S. GHOSH
 प्रबंधक (क्रय एवं संविदा) / General Manager (C&P)
 (इंडिया) लिमिटेड / GAIL (India) Limited
 एसी टॉवर, बी-35 एवं 36, सेक्टर-1, नोएडा-201301
 Asst. Secy Tower, B-35 & 36, Sector-1, Noida-201301

Place -----

Date -----

 (Name & Designation)
 For the Bidder/Contractor

Witness 1: -----

Witness 2: -----



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.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.
6.0	Are there are any 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?	Start ups are exempted from payment of Bid Security

All the terms and conditions of Tender remain unaltered.



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

SECTION –V



**SPECIAL CONDITIONS OF
CONTRACT**

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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SPECIAL CONDITIONS OF CONTRACT

TABLE CONTENTS

S. NO.	DESCRIPTION
1.0	GENERAL
2.0	SPECIAL TERMS OF THE CONTRACT
3.0	PAYMENT TERMS
4.0	COMPLETION PERIOD
5.0	PRICE REDUCTION SCHEDULE
6.0	GUARANTEE
7.0	CONTRACT PERFORMANCE GUARANTEE
8.0	TESTS AND INSPECTION
9.0	STATUTORY APPROVAL
10.0	QUALITY ASSURANCE
11.0	MAKE OF MATERIAL/BOUGHT OUT ITEMS
12.0	GENERAL INFORMATION
13.0	LIEN
14.0	RECOVERY OF CUSTOMS DUTY AND GST
15.0	REJECTION
16.0	LIMITATION OF LIABILITY
17.0	GOVERNING LAW
18.0	EMPLOYER'S RIGHTS AND REMEDIES
19.0	SUBMISSION OF FALSE / FORGED DOCUMENT
20.0	DISPUTE RESOLUTION
21.0	SETTLEMENT OF DISPUTE BETWEEN CPSEs OR CPSEs & GOVERNMENT DEPARTMENTS
22.0	TRANSPORTATION OF GOODS
23.0	INCOME TAX

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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SPECIAL CONDITIONS OF CONTRACT

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 Group-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 02 (Two) 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 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 CS Flange and Fittings as and when required during the contract period.

When intimation letter/ release order / purchase order is issued before expiry of contract , the rates shall remain valid upto 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 Flange and Fittings 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 the GAIL 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.

2.3.1 **EvaluationMethodology:**



SPECIAL CONDITIONS OF CONTRACT (SCC)





Please refer section – II of Bid Document

- 2.4 Bidder must quote for all items of the quoted group.
- 2.5 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.
- 2.6 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.
- 2.7 Inspection shall be done by GAIL / its representative for which no extra charges shall be payable. All personal expenses including boarding, lodging, tickets etc. of inspectors shall be borne by the purchaser.

3.0 TERMS OF PAYMENT

3.1 DOMESTIC BIDDERS (SUPPLY):

- 3.1.1 90% of Supply Order value will be paid within 15 days through e-banking against receipt of materials against submission of Cenvatable Invoices, in triplicate & after adjustment of PRS, if any, along with:
- a. Inspection release note by Purchaser/Consultant/ TPI
 - b. GR/ LR (Original)
 - c. Packing List duly certified by Stores/ Site in-charge or their representative in support of receipt of material.
 - d. Documents as specified in the Technical Specifications / Material Requisition, of the bid Documents.
 - e. Liquidation of all FAT Check list points, if any
 - f. Proof of custom clearance including payment of custom duty for imports permitted in the contract, if applicable.
 - g. Despatch Instruction / clearance by purchaser.
 - h. Copy of transit insurance (if transported by the bidder).
- 3.1.2 Balance 10% amount of Supply Order value shall be paid within 30 days of receipt & acceptance of goods at site.
- 3.1.3 Transportation charges
- Transportation charges will be paid within 30 days after receipt and acceptance of material at Project Site.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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Entry Tax / Octroi (if applicable), will be reimbursed at actual basis against submission of documentary evidences.

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
B35-36, Sector-1,
Noida, U.P INDIA

3.3.1 Seller shall also send copies of invoice with necessary documents in advance to

General Manager (F&A)
GAIL (India) Limited
Jubilee Tower
B 35-36, Sector-1,
Noida, U.P INDIA



3.3.2 No claim Certificate is Annexed as F-31 in Form & Formats. Seller is required to furnish the same along with the final invoice/bill. Payment against final bill shall be released only after seller's furnishing this certificate duly filled in signed and stamped.

4.0 COMPLETION PERIOD (DELIVERY SCHEDULE)

- 1) The Delivery period and delivery schedule (CDD) of materials shall be reckoned from the date of issue of FOA.
- 2) Delivery of goods shall be based on FOT site basis for from the date of Fax of acceptance. Date of receipt of materials at site shall be considered as the completion of delivery.
- 3) The materials to be supplied, in the scope of the bidder, shall be shipped as per the following schedule:
- 4) Delivery schedule is as follows:
- 5) 16 weeks from the date of issue of intimation letter / release order on FOT site basis.

Failure to meet delivery schedule will be subjected to Price Reduction Schedule.

- 6) Delivery period as above shall be essence of agreement and no variation shall be permitted, except with prior authorisation in writing by GAIL.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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5.0 PRICE REDUCTION SCHEDULE :

5.1 If the Bidder fails to meet the intermediate milestone or 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 under mentioned basis.

5.2 Price Reduction will be applicable as under:.

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 % per week of delay or part thereof of the delayed delivery value maximum up to 5% of the total 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.

6.0 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.

7.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG):

CPBG @ 10% of Annualized Order / Contract value to be submitted within 30 days of FOA/notification of award.

OR

Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value to be submitted within 30 days of FOA/notification of award and deduction @ 7.5% of the Release order value subsequently from release order bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value.

8.0 TESTS AND INSPECTION

8.1 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.

8.2 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.

8.3 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 Inspection and acceptance of the supplies / work shall not relieve the Bidder from any of his responsibilities under this Contract.
- 8.8 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.
- 8.9 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.

9.0 STATUTORY APPROVALS

- 9.1 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.
- 9.2 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.

10.0 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)





- 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.

11.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS

- 11.1 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 t
- 11.2 The price quoted must exclude transit Insurance charges transit Insurance shall be arranged and borne 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 to GAIL also.

12.0 GENERAL INFORMATION

i)	Address of project consignee	:	Respective stores/site (to be confirmed during placement of firm order/ later)
ii)	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)	Whether certificate for availing concessional project rate of custom duty will be given.	:	No
iv)	Can client issue C Form for	:	No
	a) Concessional rate of CST b) Concessional rate of LT	: :	No No
vii)	Preferred mode of despatch	:	Domestic: By Road
viii)	GST Invoice to be raised to	:	OIC, GAIL (INDIA) LTD, Respective sites (to be confirmed during placement of firm order/ later)

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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13.0 LIEN

13.1 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.

14.0 RECOVERY OF GST

14.1 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.

15.0 REJECTION

15.1 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.

15.2 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.

16.0 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.

17.0 GOVERNING LAW



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

18.0 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.

19.0 SUBMISSION OF FALSE / FORGED DOCUMENT

19.1 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).

	SPECIAL CONDITIONS OF CONTRACT (SCC)	
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- 19.2 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.
- 19.3 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.
- 19.4 Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of GAIL debarring them from future business with GAIL.

20.0 TRANSPORTATION OF GOODS

- 20.1 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.

21.0 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".

SECTION-VI

SCHEDULE OF RATES (ATTACHED SEPARATELY)