



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम - महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

गैस प्रोसेसिंग यूनिट, गंधार
ग्राम : रोजाटंकारीया, तालुका : आमोद
जिला : भरुच-392140(गुजरात)
(आई.एस.ओ. 9001,14001 एवं 18001 प्रमाणित ईकाई)
Gas Processing Unit, Gandhar
Vill. Rozatankaria, Tal. Amod,
Distt. Bharuch-392140 (Gujarat)
(An ISO 9001, 14001 And 18001 certified Unit)
फोन/PHONE : 02641-231001 to 30

LETTER OF ACCEPTANCE

To

Alpha Engineering

B/H Vidhyakunj School,
117, Nutan Raw House,
B/H Vidhyakunj School,
Palgam Road, Palanpur Jakat naka
SURAT-394510
Gujarat ,India

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22

Dated : 24.08.2022

RFQ No. & Date : 3300094410 Dt. 17.06.2022

Your offer/Qtn.No.: 440940

Qtn. Dt. : 02.07.2022

E Tender No.: NIL

Vendor Type : MSE-MICRO-OT

Vendor GSTN No : 24ASVPS9284P1ZA

Kind Attn : Virendra A Sarkhedi, Proprietor

Name of Work : Hiring of Services for Electrical Maintenance Job in GAIL Township at Bharuch.

Dear Sir/Madam

With reference to your Offer against our RFQ and all subsequent correspondences (if any) till date and in continuation of our Fax/Letter of Intent (if any) we are pleased to award the subject works highlighting the following salient features:

Scope of Work : Hiring of Services for Electrical Maintenance Job in GAIL Township at

Contract Value : The estimated contract value including all taxes and duties under this contract works out to

Price Basis:

ITEM 1 AMC Electrical Maint. GAIL T/S INR 5,307,762.43

The total estimated contract value is INR 53,07,762.43 (Indian Rupees Fifty-Three Lakhs Seven Thousand Seven Hundred Sixty-Two & Forty-Three paise only) including overhead, service charge (Quoted Nil) and GST [Present rate of GST @18%].

GST shall be payable at actual against documentary evidence at the time of execution of the contract as per provisions of tender document.

The actual contract value shall be subject to variation depending upon the actual quantities of work executed, measured and accepted for payment.

The contract rates shall remain firm and fixed till completion of contract and no adjustment/escalation in prices on any account shall be permissible.

The total estimated contract value mentioned above is subject to Price Reduction Schedule.

पंजीकृत कार्यालय :
गेल भवन, 16 भीकाजी कामा प्लेस
नई दिल्ली-110066, इंडिया

REGD. OFFICE:
GAIL BHAWAN, 16 BHIKAJI CAMA PLACE
NEW DELHI 110066, INDIA



Page 1 of 7

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www.gailonline.com

Vendor Code: 101048260
Alpha Engineering

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

M/s Alpha Engineering, Surat (VC-101048260) has quoted service charge as "ZERO" (INR:00) for 24 months.

An amount of limit amount of INR 12,15,554.36 exclusive of GST @18% (i.e. INR 14,34,354.15 inclusive of GST@18%) kept towards statutory payment, like payment of wage revision, Work Compensation Policy (WC policy), Insurance (PMSBY+ PMJJY+ GPAI), Safety kit, overtime, death gratuity etc. for payment on its eventuality/liability at actuals only.

Schedule of Rates:

Scope of Work (SOW), Schedule of Rates (SOR), Technical Specification and Special Conditions of Contract of tender document shall read with the description in Schedule of Rates (SOR) of this Letter of Acceptance(LOA).

Abnormally High Rated Items :

None

Duration of Contract/Completion Schedule :

As per Clause No. 2 of Special Condition of Contract (SCC) at Section # V of tender document, the duration of contract shall be two years to be reckoned from the date of Mobilization. The time period for Mobilization will be 7 days from the date of FOA 22.08.2022.

Performance Bank Guarantee:

Contractor shall submit Security Deposit / CPBG within 30 days from the date of FOA / LOA for an amount of INR 79,616/- (Indian Rupees Seventy-Nine Thousand Six Hundred Sixteen only) i.e. @ 3% of annualized basic contract value except amount of amount of statutory payments.

Validity of Security Deposit / CPBG: 30 months (Contract Period = 24 months + DLP = 3 months + CPBG Claim Period = 3 months).

Contract Agreement:

Contractor shall furnish contract agreement on Non-judicial stamp paper of INR 300 /- of Gujarat state as per prescribed format before commencement of the awarded job.

Payment Terms:

As per Special Condition of Contract (SCC) at section # V of tender document.

Paying Authority:

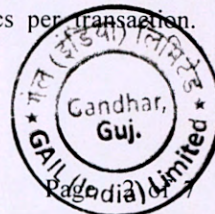
HOD (F&A),
GAIL(india) Limited,
Gas Processing Unit-Gandhar.
Village - Rozatankari, Taluka : Amod,
District - Bharuch - 392140.
Tel : 02641-231009.

GAIL Bank Account Details
State Bank of India (SBI),
G.N.F.C Complex Branch,
Chawaj, Dist. Bharuch. Branch code- 7449,
Account No - 32776829313,
IFSC/RTGS - SBIN0007449.

PAN Particulars:

GAIL (India) Ltd 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.



Vendor Code: 101048260
Alpha Engineering

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

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".

GSTN Details :

Please note that our state/plant wise GSTN details as below for invoicing and other purpose.

LPG Unit - Gandhar (6040) 24AAACG1209J3Z0

Your Bank Details :

Please note that details of your bank account in our system are as under. You are requested to verify the same and intimate discrepancies, if any

Account No. - 019305000760
Bank Name - ICICI BANK LIMITED
IFSC Code - ICIC0000193

Price Reduction Schedule:

As per Tender Documents.

Defect Liability Period:

As per Clause No. 2 of Special Condition of Contract (SCC) at Section # V of tender document (i.e. 3 Months).

Contract Document:

The following shall constitute the contract document.

1. Tender Document No. GAIL/GDR/LPG/C&P/ELECT/W2K2206 dated 17.06.2022 (GEPNIC tender ID NO. 2022_GAIL_118158_1).
2. Your bid No. Nil (E-Bid No. 440940), dated 02.07.2022.
3. Fax of Acceptance (FOA) NO. GAIL/GDR/LPG/C&P/ELECT/ W2K2206/22, dated 22.08.2022.
4. This Letter of Acceptance (LOA).
5. Agreement on non-judicial stamp paper

FOI Reference/Regularization:

FOA No. GAIL/GDR/LPG/C&P/ELECT/W2K2206/22, dated 22.08.2022.

Engineer-In-Charge:

Engineer-in-Charge (EIC)

Mr. Aashutosh Joshi, Sr. Engineer (Electrical), GAIL Gandhar

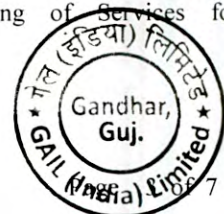
E-mail id: aashutoshjoshi@gail.co.in

Cell No.: 9728431587

Please contact EIC for further instructions regarding execution of this contract.

Other Contractual Stipulations:

1. This Letter of Acceptance (LOA) issued based on your offer No. Nil (E-Bid No. 440940) dated 02.07.2022, subsequent correspondence against Tender No. GAIL/GDR/LPG/C&P/ELECT/W2K2206 dated 17.06.2022 (GePNIC Tender ID No. 2022_GAIL_118158_1) including Corrigendum No. 1, dated 23.05.2022 and FOA No. GAIL/GDR/LPG/C&P/ELECT/W2K2206/22, dated 22.08.2022 for Hiring of Services for Electrical Maintenance Job in GAIL Township at Bharuch.



Vendor Code: 101048260
Alpha Engineering

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

2. Location of Site: The entire services is to be carried out at GAIL (India) Limited, Gas Processing Unit, Gandahr. Village-Rozatankaria, Taluka-Amod, Dist - Bharuch - 392140 (Gujarat).
3. Compliance to labour laws and other statutory regulations: Contractor shall complying with all applicable Labour Laws and other Statutory Regulation and contractor shall keep GAIL indemnified in this regard as per provisions of tender document.
4. All the other terms & conditions and scope of work shall be as per Tender No. GAIL/GDR/LPG/C&P/ELECT/W2K2206 dated 17.06.2022 (GePNIC Tender ID No. 2022_GAIL_118158_1).
5. Statutory payments shall be released as per provisions of tender document.

Acknowledgement of Order:

Contractor shall submit a copy of this Letter of Acceptance (LOA) duly signed & stamped on each page within 3 days as an acknowledgement of its receipt:

To,
Ch. Manager (C&P),
GAIL (India) Limited,
Gas Processing Unit, Gandhar,
Village-Rozatankaria,
Taluka-Amod,
Dist-Bharuch-392140 (Gujarat)



General Conditions of Contract:

General Condition of Contract (GCC) - Service shall be applicable as per Section-IV of the tender document.

Special Conditions of Contract:

Special Condition of Contract (SCC) shall be applicable as per Section-V of the tender document.

Post Order Correspondence:

All post correspondence shall be address to:

(1) For GAIL (India) Limited,
Gas Processing Unit, Gandhar
Village: Rozatankaria, Taluka: Amod,
Dist: Bharuch-392140 (Gujarat).

Sh. Aashutosh Joshi, Sr. Engineer (Electrical),
Telephone - 231029 Extension-455.
Mobile No. 9728431587.
Fax:011-26185941 extn. 17434#
E-Mail: aashutoshjoshi@gail.co.in.

(2) For M/s Alpha Engineering (V101048260),
117, Nutan Raw House,
Behind Vidhyakunj School,
Palanpur Jakatnaka,
Palgam Road, Surat - 394510

Mr. Virendra Arunbhai Sarkhedi, Proprietor
Mobile No. 98252-58673.
E-mail: alphaengg_surat@yahoo.com



Vendor Code: 101048260
Alpha Engineering

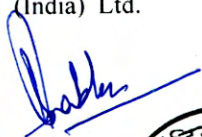
LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

Enclosures :

1. Fax of Acceptance (FOA) NO. GAIL/GDR/LPG/C&P/ELECT/W2K2206/22 dated 22.08.2022
2. This Letter of Acceptance (LOA).
3. Tender Document No. GAIL/GDR/LPG/C&P/ELECT/W2K2206 Dated 17.06.2022 (GEPNID Tender ID No. 2022_GAIL_118158_1).

This order is being issued in triplicate. Two copies of the order duly signed, stamped and dated on each page, may be returned within 3 days from date of receipt of the order to the undersigned..

For & on behalf of
GAIL (India) Ltd.



(Authorized Signatory)

NAME

DESIGNATION

CONTRACTOR'S ACCEPTANCE:



PLACE :

SIGNATURE :

DATE :

NAME :
DESIGNATION :
SEAL :

NOTE: Each page of this order including its annexure should be signed and stamped by the contractor before returning to GAIL (India) Ltd..

Vendor Code: 101048260
Alpha Engineering

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

SCHEDULE OF RATES

Item : 1 - AMC Electrical Maint. GAIL T/S
Plant : 6040 - LPG Unit - Gandhar- Gujarat (GJ)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	Part A (refer SCC and SOW for SOR PartA)					

A1	Services Skilled Resources -Elect Maint.	2,496	MAD	700.00	1,747,200.00	
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A2	Services UnSkilled ResourceElect Maint	2,496	MAD	500.59	1,249,472.64	
40	Overhead Charges	24	MON	11,446.24	274,709.76	
A3	Service Charges	24	MON	0.01	0.24	
B	Part B (refer SCC and SOW for SOR PartB)					
B 1.0	Re-winding of Motors(Ref. SSC & SOW)					
B 1.1	upto .75 kw	1	EA	1,272.85	1,272.85	
B 1.2	above .75 kw upto and including 2.2W	4	EA	1,860.33	7,441.32	
B 1.3	above 2.2 kw upto and including 5 W	4	EA	2,150.88	8,603.52	
B 1.4	above 5 kw upto and including 7.5 W	1	EA	2,209.02	2,209.02	
B 1.5	above 7.5 kw upto and including 11W	2	EA	2,325.41	4,650.82	
B 1.6	Rewinding of Exhaust/Ceiling/Wall FAN	20	EA	340.53	6,810.60	
B 2.0	250KVA DG operation (Ref SSC & SOW)					
B 2.1	DG Operation in running hour with Diesel	400.0	HR	1,796.34	718,536.00	
B 3.0	Satutory Obligations (Ref SSC & SOW)					
B 3.1	Annual Inspection of Elect.Installation	2	EA	4,944.04	9,888.08	
B 4.0	Submersible set repair (Ref SSC & SOW)					
B 4.1	Lifting&Lowering Borewell with rewinding	2	EA	10,404.83	20,809.66	
B 5.0	Cable Laying (Ref SSC & SOW)					
B 5.1	Under Ground cable Laying -Up to 185sqmm	1,000	M	114.08	114,080.00	
B 5.2	Above Ground cable Laying-Up to 185sqmm	300	M	23.42	7,026.00	
B 6.0	Light Pole Erection & removal (Ref SOW)					
B 6.1	Erection of Lighting Pole up to 10Mtrs H	10	EA	2,453.97	24,539.70	
B 6.2	Removal of Lighting Poles from 5-10 M	2	EA	2,453.97	4,907.94	
B 6.3	Removal of Short Poles upto of 5Mtrs Ht.	2	EA	1,109.98	2,219.96	
B 7.0	Miscellaneous Jobs (Ref SSC & SOW)					
B 7.1	Supplying and filling sand (Ref SOW)	5.000	M3	1,301.46	6,507.30	
B 7.2	excavation (Ref SSC & SOW)	5.000	M3	123.72	618.60	
B 7.3	PCC work ref. SSC & SOW	5.000	M3	4,435.23	22,176.15	
B 7.4	Brick work (Ref SSC & SOW)	2.000	M3	4,500.36	9,000.72	
B 7.5	Providing and laying HUME PIPE Ref-SOW	20	M	296.94	5,938.80	
B 7.6	Centering and shuttering for PCC Ref-SOW	20	M2	185.45	3,709.00	
B 8.0	Painting Equipmnt and pole (Ref					



[Handwritten signature]

Vendor Code: 101048260
Alpha Engineering

LOA No. : GAIL/GA/W2K2206/5300037347/C&P/ELE/S/22
LOA Date : 24.08.2022

Item : 1 - AMC Electrical Maint. GAIL T/S
Plant : 6040 - LPG Unit - Gandhar- Gujarat (GJ)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	SSC-SOW)					
B 8.1	Surface Painting of Switchgear Panels	200	M2	69.53	13,906.00	
B 8.2	Painting of street light poles up to 9 M	100	EA	245.40	24,540.00	
B 8.3	Letter writing 2" size height	200	EA	3.79	758.00	
B 8.4	Letter writing 4" size height	200	EA	4.95	990.00	
B 9.0	Earthing and Earthing Pit					
B 9.1	SIC OF GI EARTH PIT AS PER SPECIFICATION	2	EA	7,361.91	14,723.82	
B 9.2	Repairing of earth pit chambers	6	EA	2,470.67	14,824.02	
B 9.3	Supply & laying of Hot dip Galvanized GI	200	M	130.06	26,012.00	
B 9.4	SUPPLY AND LAYING OF 25x6MM GI STRIP	200	M	65.03	13,006.00	
B 10.0	Supply Labor as&when required (Ref SOW)					
B 10.1	Supply Unskilled Labor as & when require	125	MAD	375.30	46,912.50	
B 10.2	Supply of Skilled Labor as & when requir	125	MAD	524.85	65,606.25	
B 11.0	750KVA TRANSFORMER Maintenance work					
B 11.1	TR-OIL FILTRATION & BDV testing at site	2	EA	12,248.24	24,496.48	

Work Order Item 00001 Basic Item Value : INR 4,498,103.75
(RUPEE FOUR MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED THREE AND PAISE SEVENTY-FIVE ONLY):

Item Specific Conditions :
Total Tax = 809,658.68
18 % GST (SGST 9 % + CGST 9 %)-Non Cenvatable-(SC)
Total item value including taxes & duties : INR 5,307,762.43

Total estimated contract value excluding all tax and duties : 4,498,103.75
(RUPEES FORTY-FOUR LAC NINETY-EIGHT THOUSAND ONE HUNDRED THREE & PAISE SEVENTY-FIVE ONLY)

Total estimated contract value including all tax and duties : 5,307,762.43
(RUPEES FIFTY-THREE LAC SEVEN THOUSAND SEVEN HUNDRED SIXTY-TWO & PAISE FORTY-THREE ONLY)

*Service items marked YY under AHR column are AHR items. Any service item marked #Y or Y# confirmation is required from authorized dealing officer who shall be final authority regarding AHR declaration. However, service items marked #Y or Y# shall be treated as AHR unless confirmed Non-AHR by dealing officer.





गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम - महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

गैस प्रोसेसिंग यूनिट, गंधार
ग्राम : रोजाटंकारीया, तालुका : आमोद
जिला : भरुच-392140(गुजरात)
(आई.एस.ओ. 9001, 14001 एवं 18001 प्रमाणित ईकाई)
Gas Processing Unit, Gandhar
Vill. Rozatankaria, Tal. Amod,
Distt. Bharuch-392140 (Gujarat)
(An ISO 9001, 14001 And 18001 certified Unit)
फोन/PHONE : 02641-231001 to 30

FAX OF ACCEPTANCE

FOA NO. : GAIL/GDR/LPG/C&P/ELECT/W2K2206/22 **DATE: 22.08.2022**
TO : M/S ALPHA ENGINEERING, SURAT (VC-101048260)
TEL : 98252-58673
E-MAIL : alphaengg_surat@yahoo.com
ATTN. : MR. VIRENDRA ARUNBHAI SARKHEDI, PROPRIETOR
FROM : S F RAIKWAR, SR. OFFICER (C&P), GAIL, GANDHAR

REFER TO YOUR OFFER NO. NIL (E-BID NO. 440940), DATED 02.07.2022 AND ALL SUBSEQUENT CORRESPONDENCE TILL DATE AGAINST TENDER DOCUMENT NO. GAIL/GDR/LPG/C&P/ELECT/W2K2206 DATED 17.06.2022 (GEPNID TENDER ID NO. 2022_GAIL_118158_1) INCLUDING CORRIGENDUM NO. 1, DATED 05.07.2022 FOR HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH (.)

WE HEREBY ISSUE THIS FAX OF ACCEPTANCE FOR ABOVE TENDER AT AN ESTIMATED CONTRACT VALUE OF INR 53,07,762.43 (INDIAN RUPEES FIFTY-THREE LAKHS SEVEN THOUSAND SEVEN HUNDRED SIXTY-TWO & FORTY-THREE PAISA ONLY) INCLUDING OF GST (PRESENT RATE OF GST IS 18% (CGST@9% + SGST@9%)) (.)

AS PER CLAUSE NO. 2 OF SPECIAL CONDITION OF CONTRACT OF TENDER DOCUMENT THE CONTRACT PERIOD SHALL BE TWO (02) YEARS TO BE RECKONED FROM THE DATE OF MOBILIZATION. THE MOBILIZATION WILL BE 7 DAYS FROM THE DATE OF FOA/LOA WHICHEVER IS EARLIER AS PER PROVISIONS OF TENDER (.)

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER TENDER DOCUMENT(.)

PLEASE SUBMIT CONTRACT PERFORMANCE BANK GUARANTEE OF INR 79,616/- WITHIN 30 DAYS FROM THIS DATE OF FAX OF ACCEPTANCE WITH VALIDITY OF 30 MONTHS AND EXECUTE CONTRACT AGREEMENT WITHIN 15 DAYS FROM THIS DATE OF FAX OF ACCEPTANCE IN ACCORDANCE WITH PROVISIONS OF TENDER DOCUMENTS (.) DETAILED LETTER OF ACCEPTANCE (LOA) SHALL FOLLOW (.)

YOU ARE REQUESTED TO CONTACT EIC (MR. AASHUTOSH JOSHI, SR. ENGINEER (GPU MAINTENANCE) OF ELECTRICAL DEPARTMENT, GAIL GANDHAR (E-MAIL ID: aashutoshjoshi@gail.co.in) FOR FURTHER INSTRUCTIONS REGARDING EXECUTION OF THIS CONTRACT (.)

FOR & ON BEHALF OF GAIL (INDIA) LIMITED

C.C. BY COURIER TO:

M/S ALPHA ENGINEERING,
117, NUTAN RAW HOUSE, BEHIND
VIDHYAKUNJ SCHOOL,
PALA PUR JAKATNAKA, PALGAM ROAD,
SURAT-394510

पंजीकृत कार्यालय
गेल भवन, 16 भिकाजी कामा प्लेस
नई दिल्ली-110066, इंडिया

REGD. OFFICE:
GAIL BHAWAN, 16 BHIKAJI CAMA PLACE
NEW DELHI 110066, INDIA

(S. F. RAIKWAR)
SR. OFFICER (C&P)





MODEL DOCUMENT COVERING IFB, ITB, FORMS & FORMATS

FOR PROCUREMENT OF SERVICES -
DOMESTIC

(Rev. 3)
(w.e.f. 01.04.2022)



GAIL (INDIA) LIMITED
(A Government of India Undertaking)
(A Maharatna Company)
DOMESTIC COMPETITIVE BIDDING
TENDER DOCUMENT NO.
GAIL/GDR/LPG/C&P/ELECT/W2K2206,
GePNIC TENDER ID 2022_GAIL_118158_1
FOR
TENDER DOCUMENT FOR HIRING OF SERVICES
FOR ELECTRICAL MAINTENANCE JOB IN GAIL
TOWNSHIP AT BHARUCH

BIDS / OFFERS SHALL BE SUBMITTED THROUGH GOVT. E-PROCUREMENT SYSTEM OF NATIONAL INFORMATICS CENTER (GEPNIC) PORTAL [E-Tender Portal]	:	https://etenders.gov.in
BID SUBMISSION END DATE	:	06-07-2022 at 1400 Hrs. (IST)
BID OPENING DATE	:	07-07-2022 at 1500 Hrs. (IST)

ISSUED BY
GAIL (INDIA) LIMITED
(A Government of India Undertaking)
(A Maharatna Company)
C&P DEPARTMENT
VILLAGE: ROZATANKARIA,
TALUK: AMOD, DIST: BHARUCH,
STATE: GUJARAT (INDIA)



SECTION-I

INVITATION FOR BID

(IFB)



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No GAIL/GDR/LPG/C&P/ELECT/W2K2206

Date: 17-06-2022

**To,
PROSPECTIVE BIDDERS**

SUB: TENDER DOCUMENT FOR HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH ON OPEN COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 **GAIL (India) Limited, Gas Processing Unit, Gandhar, Village: Rozatankaria, Taluka: Amod, Dist. Bharuch - 392140 [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976], the largest state-owned natural gas processing and distribution company and the Maharatna, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.**

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH	
(B)	TENDER NO. & DATE	GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID - 2022_GAIL_118158_1) Dated 17-06-2022	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	NO
		TWO BID SYSTEM	YES
(D)	TYPE OF TENDER	E-TENDER	YES
		MANUAL	NO
		GePNIC Tender ID- 2022_GAIL_118158_1	
(E)	COMPLETION/CONTRACT PERIOD	The Contract Period / Contract Completion Schedule shall be as per Special Condition of Contract (SCC) of tender document.	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)		



“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

		<table><tr><td>APPLICABLE</td><td>YES</td></tr><tr><td>NOT APPLICABLE</td><td>NO</td></tr></table> Amount: INR 1,06,000/- (Indian Rupees One Lakh Six Thousand only (Refer clause no.16 of ITB))	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES					
NOT APPLICABLE	NO					
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.				
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 17-06-2022 to 06-07-2022 (14:00 Hrs., IST) on following websites: (i) GAIL’s Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app [in case of e-Tendering] (iv) Government E Market (Gem) Portal (v) PMC, if any:				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 28-06-2022 Time: 11:00 Hrs. Venue: GAIL, Gandhar				
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date: 06-07-2022 Time: 14: 00 Hrs.				
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date: 07-07-2022 Time: 15: 00 Hrs.				
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Pankaj Babbar, Designation: Ch. Manager (C&P) Phone No. & Extn : 02641-231005/18 Direct No.: 02641-231005/18. e-mail: pbabbar@gail.co.in				
(L)	DEALING GAIL’S OFFICE ADDRESS	GAIL (INDIA) LIMITED, GAS PROCESSING UNIT, GANDHAR VILLAGE : ROZATANKARIA, TALUKA : AMOD, DIST. BHARUCH- 392140 GUJARAT (INDIA)				

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 (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral



and inseparable part of the bidding document.

4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-II to Section-III]:-

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

5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote 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 as mentioned at 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(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

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

9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the websites regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

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

11.0 **REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)**



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Government of India has introduced an online procurement portal – ‘Government e-Marketplace (GeM)’ with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

GAIL (India) Ltd. is already registered on GeM as Buyer and have started procurement through GeM.

- (i) Service Provider providing Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Letter of Acceptance.
- (ii) Seller ID will also to be incorporated in Letter of Acceptance issued by GAIL.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

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

This is not an Order

For & on behalf of GAIL (India) Limited

(Authorized Signatory)

Name : Pankaj Babbar
Designation : Ch. Manager (C&P)
E-mail ID : pbabbar@gail.co.in
Contact No. : 02641-231005/18



CUTOUT SLIP

Bid Document No.	:	GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID - 2022_GAIL_118158_1) , Dated 17.06.2022
Description	:	HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH
Bid Submission End Date	:	06-06-2022 at 1400 Hrs. (IST)
Bid Opening Date	:	07-06-2022 at 1500 Hrs. (IST)

From:	To:
.....	Shri Pankaj Babbar, CM (C&P), GAIL (India) Limited, GPU-Gandhar, Village: Rozatankaraia, Taluk: Amod, Dist: Bharuch, State Gujarat (Pin-392140)

**(TO BE PASTED ON THE ENVELOPE CONTAINING PHYSICAL DOCUMENTS OF
BID)**

.....



SECTION-II

BID EVALUATION

CRITERIA &

EVALUATION

METHODOLOGY



SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. Technical Criteria

- A-1 The bidder must have a valid Electrical Contractor License in the name of bidder or bidder's firm who has submitted the bid.

{The contractor should possess valid Electrical Contractors License issued by Govt. of Gujarat OR any other state. However, Contractors having valid Electrical Contractors License of any other state shall have to comply all the requirement of Electrical Inspectorate Office, Gandhi Nagar, Gujarat from time to time and shall submit an undertaking for the same along with their bid.}

- A-2 The Bidder should have successfully completed one/single work order for Electrical Maintenance work having value not less than INR: 15.62 Lakhs as a main contractor for in any Central / State Govt. Industry / PSU / Public Listed company during in previous seven years reckoned from bid due date of bid opening of this tender.

NOTE:

- (1) 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) However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant. The provision of consideration of experience of a bidder for a running rate/ maintenance contract as mentioned above is only for in case of GAIL's tender for Annual Rate Contract (ARC) / Annual Maintenance Contract (AMC) for supplies/ services/ consultancy/works.

B. Financial Criteria

- B1 TURNOVER:** The minimum Annual Turnover of the bidder should be INR 15.62 Lakhs (Indian Rupees Fifteen Lakh Sixty-Two Thousand) as per their audited financial statement in any one of the three (03) preceding financial years.

- B2 NET WORTH:** Net Worth of the Bidder should be positive as per the last audited financial statement.



- B3** **WORKING CAPITAL:** Bidder should have minimum working capital equal to INR 3.13 Lakhs (Indian Rupees Three Lakhs Thirteen Thousand) as per the last audited financial year.

Note:

- (i) 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 Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

- (ii) **Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidders may submit format F-10 accordingly.

Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/ Working Capital.

- C.** Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:



- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- (b) **BEC (Financial Criteria):**
- (i) **For Annual Turnover:**
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
- (ii) **For Net-Worth & Working Capital:**
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.
- (c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>
<https://economictimes.indiatimes.com/markets/forex/currency-converter>
<https://www.oanda.com/currency/converter>

- D.** Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

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

- E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME**

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.



Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

New startup “Certificate of Recognition” is stipulating “Industry” and “Sector” as domain of startup. Accordingly, “Industry” and “Sector” as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

The above documents should be 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.

However, BEC clause no. A1 shall be applicable for Startup bidder and Startup bidder shall also fulfill the requirement of BEC (Technical & Experience).

F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(i)	Technical / Experience Criteria of BEC
A1	Bidder must submit copy of valid Electrical Contractor license
A2	Bidder must submit copy of complete work order and its completion certificate/ Proof of execution (i.e., order set including scope of work, SCC, SOR showing work order number, completed value, period of execution etc. from the end user in support of meeting the above experience), which should be sufficient to ascertain experience and proof of execution/ completion of work as above along with un-priced bid to meet the Bid Evaluation Criteria (BEC) duly certified by Chartered Engineer and attested by notary public with legible stamp.
(ii)	Financial Criteria of BEC:
B1	Annual Turnover: Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of three (03) preceding Financial Year(s) along with un-priced Bid.
B2	Net Worth: Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of last Financial Year along with un-priced bid.



B3	Working Capital: Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] for the last audited Financial Year along with un-priced bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the their bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit for working capital for the item amount specified in table B-3 above. The line of credit letter from bank to be submitted strictly as per format at F-9.
General	Format (F-10) for Details of financial capability of Bidder: In support of financial criteria of Bid Evaluation criteria (BEC), Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).
Note:	Bidder shall furnish the duly filled and signed Checklist for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

G. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i)	Technical Criteria of BEC
	All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp
(ii)	Financial Criteria of BEC:
	Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a Chartered Accountant / Certified Public Accountant (CPA).
	Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.
	Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.
	However, UDIN may not be required for documents being attested by Chartered Accountant in terms of provisions of tender document.

H. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

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



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

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

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section II*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section II*) by the supporting company to GAIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section II*.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to Section II*), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

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

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

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

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of ‘Eligible Bidder’, as per clause no. 2 of Section-III (ITB).
- 4.0 The clause J as below shall be applicable to above supporting company also.



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I. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:



- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (I), (ii), or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.



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8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

K. EVALUATION METHODOLOGY:

- a. The Price Bids of only techno-commercially-acceptable bidders shall be opened and will be considered for evaluation.
- b. For Part-A (Hiring of services of Skilled & Unskilled resources): The bidder has to quote service charges only but negative is not allowed.
- c. For Part-B (All other services): Bidders has to quote Plus or Minus Percentage (with maximum two decimals) on total estimated value of the tender in BOQ.
- d. The evaluation shall be done on overall L-1 basis on non-split able / not-divisible basis considering the value derived after applying the quoted percentage by the bidder (Plus or Minus) on estimated total value of all SOR items of Part-A & Part-B inclusive of GST, as the Input Tax Credit (ITC) on GST is **NOT** entitled for this instant tender of GAIL township at Bharuch.

Notes:

- (i) Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works: The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue). Where GAIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
-



Form-I to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH

TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID 2022_GAIL_118158_1)

Dear Sir

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

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

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

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

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



Annexure-I to Section-II

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

VOID



Appendix-A1 to Section II

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

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

Whereas

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

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

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

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



against the Supporting Company

- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)



Appendix-A2 to Section II

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/
GUARANTOR**
(to be executed on plain paper)

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

FOR

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

TOWARDS

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

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

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

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

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

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

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



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undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

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



OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



Appendix-A2A to Section II

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

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

The above certificate should be enclosed along with the Guarantee.



Appendix-A3 to Section II

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY /
SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE
BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY
DEPOSIT**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “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 _____ (herein after called CONTRACT) for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the “GAIL” which expression shall wherever the context so require include its successors and assignees).

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

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the



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- context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
 4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GAIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
 10. 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.
 11. Notwithstanding anything contained herein:



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

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the
Bank
E-mail:
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"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. 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 as per format appended below.
3. The Bank Guarantee 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.



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1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



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



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

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 DEPOSIT / BID SECURITY
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 BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
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. COMPENSATION FOR EXTENDED STAY
- 34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

- 35. AWARD
- 36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
- 37. SIGNING OF AGREEMENT
- 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. AHR ITEMS
- 42. VENDOR EVALUATION PROCEDURE
- 43. INCOME TAX & CORPORATE TAX
- 44. DISPUTE RESOLUTION MECHANISM
- 45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
- 46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
- 47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
- 48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
- 49. PROVISION FOR STARTUPS
- 50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
- 51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
- 52. ANJANI PORTAL

[G] ANNEXURES:

- 1. ANNEXURE-I : ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
- 2. ANNEXURE-II: BIDDING DATA SHEET (BDS)
- 3. ANNEXURE-III: POLICY FOR PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC)



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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform 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.



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- 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 there 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:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 Power of Attorney:
- Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

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 favourof authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GAIL promptly. Failure to same shall be considered as misrepresentation by the bidder.



3 BIDS FROM CONSORTIUM"- NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

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



[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing
- Section-VII : Schedule of Rates

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

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

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

For participation in e-tender, instructions are mentioned at Annexure-I to Section-III.

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

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. 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 e-tender portal / communicated to prospective bidders by e-mail.



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

9 AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING:

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.



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- (i) 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
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-III to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-III to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-III to Section-III*.
- (m) Undertaking as per *Form-1 to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) ‘Integrity Pact’ as per ‘Form F-13’
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/ Amendment / Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) 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 bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.



- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), **Bidders manual kit** and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (<https://etenders.gov.in/eprocure/app>) as follows:

11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

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

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

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.



12 BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.



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

- 13.3 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 Service Provider has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GAIL to the government exchequer, then, that Contactor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 13.5 Where GAIL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

- 13.5.1 Owner/GAIL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GAIL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.



13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where GAIL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

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

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

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

13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-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 Service Provider 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 Service Provider under this contract or under any other contract.

13.10 Anti-profiteering clause

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

13.11 In case the GST rating of Service Provider 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, then GAIL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

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

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

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

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

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.14 Provision w.r.t. E- Invoicing requirement as per GST laws:

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of



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requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices.

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

Vide N/N - 01/2022-Central Tax dated 24.02.2022, E-Invoice has been made mandatory for B2B supplies of all taxpayers having aggregate turnover of more than Rs.20 crores w.e.f. April 1, 2022. Accordingly, the vendors having aggregate turnover of more than Rs.20 crore in any preceding financial year from 2017-18 onwards, shall raise the e-invoice to GAIL

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider 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.
- 13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GAIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL.
- 14 **BID CURRENCIES:**
Bidders must submit bid in Indian Rupees only.
- 15 **BID VALIDITY**
- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.



- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD/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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

- 16.1 Bid must be accompanied with earnest money deposit (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 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by GAIL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (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).



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- (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) acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/’financer’ 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.
- 16A DECLARATION FOR BID SECURITY**
- MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.



17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GAIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender



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Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20 E-PAYMENT

GAIL (India) Limited has initiated payments to Service Providers electronically, and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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



22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on e-tender portal/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by GAIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/physical documents shall be returned immediately.
- 23.3 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.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GAIL prior to the deadline for submission of bid.



- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission 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 /- invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
-

[E] – BID OPENING AND EVALUATION

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

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

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 bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders’ representatives, who are present shall sign a register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.



27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) “Deviation” is departure from the requirement specified in the tender documents.
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

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

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.



29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited / actions shall be invoked as per Declaration for Bid Security

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid. Refer BDS for tie breaker criteria.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Local Content (PP-LC) bidders / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.



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The policy for providing Purchase Preference (linked with Local content) is enclosed as Annexure III to ITB herewith.

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GAIL.



37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration
- 37.2 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
- Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS



online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.

- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate “**Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)**” under remarks column of such transaction 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.”

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the 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 provided at Appendix-1 of General Conditions of Contract- Services with following modifications:

(1) Clause no. B.2 (i)

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, 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) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be



closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of GAIL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, GAIL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

(2) Description of Sl. no. 1 and 2 of table in Clause no. B 2.2

Description of Sl. no. 1 and 2 of table in Clause no. B 2.2 is modified as under:

S. No.	Description
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 in GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices

39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)



39.3 Name and contact details of nodal officer are mentioned in BDS.

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, 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 Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- 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:-
- In case of proprietary MSE, Proprietor(s) shall be SC/ST.
 - In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
 - 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:-

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

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

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

- An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above documents 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.

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.

- 40.4 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 as per provision mentioned at clause no. 40.3 above with prior consent



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in writing of the purchasing authority/Engineer-in-charge, 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 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

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 Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:

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

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

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes service provider’s supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider’s supervision profit, overhead & other expenses.



42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Services with following modifications:

- (i) Clause no. 3.0 i)
Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Clause no. 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 valued items (PO with material code ending with 9).

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

(iii) Clause no. 5.1 v) and 5.3 v)

When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

- (a) **First Instance: Holiday (Red Card) for Two Years**
- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday**



(Red Card) for Three Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
- Further, such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.



- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

(iv) CLAUSE NO.11:
ERRANT BIDDER

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

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

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

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

43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

- (i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
(II) Twice the rate or rates in force
(III) 5%



43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of service provider shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

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

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

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

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

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All



issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, as per clause no. 44.1, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL's web site i.e www.gailonline.com.

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

2.0 ARBITRATION

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

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

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific



Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. GOVERNING LAW AND JURISDICTION:

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

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

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days



from the date of receipt of decision of the Committee at First level, through 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. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

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

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

49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)

[FOR APPLICABILITY REFER BDS]

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section -II. Further, the Startups are also exempted from submission of EMDs (if applicable).

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

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

PRS is the reduction in the consideration / contract value for the services covered under this contract. In case of delay in execution of contract, service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If service provider has raised the invoice for full value, then service provider should issue



Credit Note towards the applicable PRS amount with applicable taxes.

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

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 service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the service provider under this contract or under any other contract.

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. ANJANI PORTAL

GAIL has implemented “Anjani” e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.

Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmlogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.

Further, User Manual is also available on aforesaid portal.



Annexure-I to Section-III

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

1. General

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in this document for e-tendering, Bidders manual kit and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

2. About E-Tender Portal (Web)

GAIL (India) Ltd. has associated with Govt. e-Procurement System of National Informatics Center (NIC) for processing e-tenders. CPP is a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://etenders.gov.in/eprocure/app> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and uploading of SOR/Price Schedule (Price Bid) and technical bids in the portal in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

3. Bidders Manual Kit

Bidders who wish to participate in e-tenders must download **Bidders Manual Kit** from (<https://etenders.gov.in/eprocure/app>) which contains instructions in respect of e-Tendering, Instructions To Bidder for Online Bid Submission, Registration of Bidders (obtaining unique login ID and password, re-setting the password, registering of Digital Signature Certificate (DSC) with respective user id), Bidders Manual for Tender Cum Auction, Online e-Bid Submission (downloading of Tender document and uploading of Offer/Bid etc.), Online Bid Withdrawal, Online Bid Re-submission, Clarifications (Tender Status, My Archive...), Frequently encountered problems and solutions under Trouble Shooting, BoQ Preparation Guidelines Etc.

Further, the troubleshooting issues are also available in the form of FAQs, which can be accessed from CPP Portal (<https://etenders.gov.in/eprocure/app>).

4. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:



4.1 PC/Laptop with Windows OS, Internet Explorer

- A computer system with a high speed internet connectivity.
- Internet Explorer 10 or above, Mozilla Firefox version to version 49 or Firefox ESR 52
- Operating system: Windows based or Linux OS, with which your DSC (Digital Signature Certificate) is compatible.
- Java Run Time Engine : Java version 8 update 161 and above

4.2 Internet Broadband Connectivity

The Bidder must have a high speed internet connectivity with at least 2Mbps speed (512 kbps Speed) (preferably Broadband) to access e-Tender Portal for downloading the Tender document and uploading/submitting the Bids.

4.3 A valid e-mail Id of the Organization/Firm

Bidder must possess an e-mail Id, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

4.4 User ID and Password for new Bidder(s)

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user Id and password. Without user Id (Login Id), bidders cannot participate in E-tender. There will be single login Id for a bidder-

To obtain User Id and Password Vendor/Bidder must visit <https://etenders.gov.in/eprocure/app> and perform the following steps:

- i) Click on button “Online bidder Enrollment”
- ii) Fill the **Online Enrollment of Corporate/Bidder** form and submit. Ensure that the e-mail address and mobile number given in the form is valid and active. These would be used for any communication from the E-tender Portal.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the Online Enrollment of Corporate/Bidder for User Id creation.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.



- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi) It is advised to take extreme precaution while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.
- vii) Bidder then logs in to the site through the secured log-in by entering their USER ID / password and the password of the DSC / e-Token.

User Id and password is unique for each vendor and the vendor can use the same to view/download/participate in all e-tenders of GAIL.

In their own interest, Bidder(s) are advised to apply for User Id immediately on publishing of tender or well in advance of the bid due date. User Id shall normally be issued immediately after complete information has been furnished by the vendor in “Online Enrollment of Corporate/Bidder” and on successful submission of the same. GAIL/ CPP shall not be responsible for any delays in allocation of User Id/password and in registering Digital Signature Certificate and the ensuing consequences including but not limited to timely submission of bids.

4.5 Procedure for change of E-mail Id of the Bidder

The e-mail-id of the bidder/Vendor Code is captured and registered in CPP Portal when a bidder submits his request for user-id / password.

In case bidder desires for change in the registered e-mail id in CPP Portal, the same has to be updated in CPP portal only.

4.6 About Digital Signature Registration

(I) What is a Digital Signature?

This is a unique digital code, which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000.

One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents.



(a) In case of Proprietorship/Partnership

Both i.e. (i) Class 3 Digital Signatures issued to authorized individuals on their KYC basis and (ii) Class 3b Digital Signatures issued to authorized individuals with their organization KYC basis are acceptable.

(b) In case of Firm/ Company

Only Class 3b Digital Signature is acceptable where individuals are using their digital signatures on behalf of the Organization and digital Signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

Bidder can submit only digitally signed documents/bids/offers in <https://etenders.gov.in/eprocure/app>

(II) Why Digital Signature is required?

In order to bid for GAIL e-tenders bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Apply for a class 3b or class 3(as applicable) Digital Certificate with signing facility.
- c) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below**

1. <https://www.ncodesolutions.com>
2. <https://www.sifycorp.com>
3. <https://www.e-mudhra.com>
4. <https://www.Certificate.Digital>
5. <https://www.vsign.in>
6. <https://pantasign.com>



Note: The Digital signatures should be obtained directly from certifying authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

GAIL/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

5. How to submit On-line Bids/Offeres electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) should follow the steps mentioned in the “**Bidders Manual Kit**” available on e-tender portal which shall guide them to Search, Display/View, Download and Submit **electronic Bids/Offeres** online in a secured manner ensuring confidentiality.

6. How to search, view and download e-tender?

There are various search options built in E-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. To download the tender Click on the Latest Active Tenders, and search the tender in e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) that you are interested in using certain search criteria documents. However, it is advised to login to the system and set the tender as favorite so that these tenders can be moved to the respective ‘My Tenders’ folder. This would enable the E-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/addendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

7. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents -



including the names and content of each of the document that need to be submitted

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet

- i) Vendors are advised to log on to the website (<https://etenders.gov.in/eprocure/app>) and arrange to register themselves at the earliest, if not done earlier.
- ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to change / revise the bid and submit once again. Bid once withdrawn cannot be resubmitted.
- iv) The server time (IST) (which is displayed on the bidders’ dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders and determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- v) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.



- vi)** The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- vii)** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid is liable for rejection.
- The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- viii)** In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- ix)** Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- x)** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xi)** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii)** Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission



message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- xiii) Once the entire process of submission of online bid is complete, they will get an auto mail/SMS from the system stating you have successfully submitted your bid in the following tender with tender details.
- xiv) No manual bids/offers along with electronic bids/offers shall be permitted.
- xv) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

9. Earnest Money Deposit (EMD)

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

10. E-Tender demo during pre-bid conference

During the pre-bid conference, GAIL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of



submission. The system time displayed on e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity

If bidders are unable to access e-tender portal <https://etenders.gov.in/eprocure/app> or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

13. In case of any clarification pertaining to e-procurement process, the vendor may contact the concerned dealing officer/purchasing officer mentioned in tender document along with marking copy to etender@gail.co.in .

.....
Disclaimer:

- a) No responsibility will be taken by GAIL or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as GAIL officials.
- b) GAIL or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.



Important Links for Hassle free bid submission:

Bidders Manual Kit :

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

Help For Contractors:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Information about DSC:

<https://etenders.gov.in/eprocure/app?page=DSCInfo&service=page>

Guidelines for hassle free bid submission:

https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

FAQ:

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

Feedback:

<https://etenders.gov.in/eprocure/app?page=FrontFeedback&service=page>



ANNEXURE-II to Section-III

BIDDING DATA SHEET (BDS)
ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL									
ITB clause	Description								
1.1	The Employer/Owner is: GAIL (India) Limited, Gas Processing Unit-Gandhar								
2.1	The name of the Services to be performed is: Hiring of Services for Electrical Maintenance job in GAIL Township at Bharuch								
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE								
B. BIDDING DOCUMENT									
ITB clause	Description								
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: <u>PANKAJ BABBAR</u> Street Address: <u>GAIL (INDIA) LIMITED, GPU-GANDHAR.</u> Floor/Room number: <u>VILL: ROZATANKARIA, TA-AMOD,</u> City: <u>BHARUCH</u> ZIP Code: <u>392140</u> Country: <u>INDIA</u> Email: pbabbar@gail.co.in Fax No: 011-26185941 EXTN 01794#								
C. PREPARATION OF BIDS									
ITB clause	Description								
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers <u>AS PER TENDER DOCUMENTS</u>								
12	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>AS PER SCHEDULE OF RATES (SOR)/BOQ</u>								
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: center; width: 50%;">YES</td> <td style="text-align: center; width: 50%;"> X </td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"> ✓ </td> </tr> </tbody> </table> Details of Buyer: <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tbody> <tr> <td style="width: 40%;">Services to be rendered at</td> <td>GAIL (India) Limited Gas Processing Unit, Gandhar Village : Rozatankaria, Taluka : Vagra, Dist. : Bharuch – 392140 Gujarat (India)</td> </tr> <tr> <td>PAN No.</td> <td>AAACG1209J</td> </tr> </tbody> </table>	YES	X	NO	✓	Services to be rendered at	GAIL (India) Limited Gas Processing Unit, Gandhar Village : Rozatankaria, Taluka : Vagra, Dist. : Bharuch – 392140 Gujarat (India)	PAN No.	AAACG1209J
YES	X								
NO	✓								
Services to be rendered at	GAIL (India) Limited Gas Processing Unit, Gandhar Village : Rozatankaria, Taluka : Vagra, Dist. : Bharuch – 392140 Gujarat (India)								
PAN No.	AAACG1209J								



	GST no.	24AAACG1209J3Z0	
	GAIL Bank details		
	Account Holder's Name	GAIL (India) Limited	
	Account Number	00000032776829313	
	IFSC Code	SBIN0007449	
	Bank Name	STATE BANK OF INDIA	
	Name of Branch & Address	GNFC CHAVAJ BRANCH, BHARUCH	
	MICR Number	392002003	
14	The currency of the Bid shall be INR		
15	The bid validity period shall be 90 Days / Three Months from final 'Bid Due Date'.		
16.1, 16.10 and 38.6	In case ' Earnest Money / Bid Security ' or “ Contract Performance Security ” is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of GAIL (India) Limited , payable at Bharuch		
	In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL's Bank account are as under:		
	Account Holder's Name	GAIL (India) Limited	
	Account Number	00000032776829313	
	IFSC Code	SBIN0007449	
	Bank Name	STATE BANK OF INDIA	
	Name of Branch & Address	GNFC CHAVAJ BRANCH, BHARUCH	
	MICR Number	392002003	
Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL's Bank Account.			
D. SUBMISSION AND OPENING OF BIDS			
ITB clause	Description		
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.		
22.3, 26 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is :		
	Attention: <u>PANKAJ BABBAR, CH. MANAGER (C&P)</u> Street Address: <u>GAIL (INDIA) LIMITED, GPU-GANDHAR</u> Floor/Room number: <u>VILL: ROZATANKARIA, TALUKA: AMOD,</u> City: <u>BHARUCH.</u> ZIP Code: <u>392140</u> Country: <u>INDIA</u>		
E. EVALUATION, AND COMPARISON OF BIDS			
ITB clause	Description		
32	Evaluation Methodology is mentioned in Section-II.		
	In case of tie at lowest bid (L-1) position between 02 or more start-up/non-start-up		



	bidders, following sequence of preference shall be adopted while processing the tender: - In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then order shall be placed on such bidder. - In case, one of the bidders is MSE owned by Women Entrepreneur, then order shall be placed on such bidder. - In case, one of the bidders in MSE, then order shall be placed on such bidder. - Otherwise, order shall be placed on bidder having higher 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 Promotion of Industry and Internal Trade. However, the above order of preference while processing the tender is subject to instructions/guidelines issued by Government of India from time to time.					
F. AWARD OF CONTRACT						
ITB clause	Description					
37	State of India which stamp paper is required for Contract Agreement: GUJARAT.					
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">☒ YES</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">☐ NO</td> </tr> </table> The value/ amount of Contract Performance Security/ Security Deposit The value/ amount of Contract Performance Security/ Security Deposit shall be @ 3% of annualized estimated contract value (exclusive of GST).		APPLICABLE	☒ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☒ YES					
NOT APPLICABLE	☐ NO					
39.3	Name and contact details of nodal officer are as under: Shri B L Jajme Tel: 02641-231022 Email: bljajme@gail.co.in					
40	Whether tendered item is non-split able or not-divisible : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">☒</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">☒ X</td> </tr> </table>		YES	☒	NO	☒ X
YES	☒					
NO	☒ X					
41	Provision of AHR Item : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">☒ YES</td> </tr> </table>		APPLICABLE	☒ YES		
APPLICABLE	☒ YES					



“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

	NOT APPLICABLE	NO	
44.1	Quarterly Closure of Contract		
	APPLICABLE	YES	
	NOT APPLICABLE	NO	
49	Applicability of provisions relating to Startups:		
	APPLICABLE	YES	
	NOT APPLICABLE	NO	
11 of IFB	Applicability of provisions relating to GeM Seller ID:		
	APPLICABLE	YES	
	NOT APPLICABLE	NO	
SCC	Documents required for accepting the services: Refer SCC.		



ANNEXURE-III TO SECTION-III

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

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY /
F-2A	PROFORMA OF DECLARATION FOR 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-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
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 FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH
TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-2022 GAIL 118158 1)

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6	Bidder's address where contract is to be placed	City: District: State: PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address	



“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

	where order is to be placed	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: *

GAIL intent to place the contract directly on the address from where Services are rendered. In case, bidder wants contract at some other address or Services are to rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMAT F-2

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

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

Dear Sir(s),

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

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

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

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

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

Notwithstanding anything contained herein:



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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause -16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence in the Bank Guarantee itself.



Annexure

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

1 BANK GUARANTEE NO	:					
2 VENDOR NAME / VENDOR CODE	:	NAME				
		VENDOR CODE				
3 BANK GUARANTEE AMOUNT	:					
4 PURCHASE ORDER/ LOA NO	:					
5 NATURE OF BANK GUARANTEE	:					
(Please Tick (✓) Whichever is Applicable)						
		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">PERFORMANCE BANK GUARANTEE</td><td style="width: 25%;">SECURITY DEPOSIT</td><td style="width: 25%;">EMD</td><td style="width: 25%;">ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE			
6 BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:				
	(B) ADDRESS	:				
	(C) PHONE NO/ MOBILE NO.	:				



FORMAT F-2A

DECLARATION FOR BID SECURITY

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH

TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-2022_GAIL_118158_1)

Dear Sir

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

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

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

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

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



F-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL
TOWNSHIP AT BHARUCH
TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-
2022_GAIL_118158_1)

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the 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 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.



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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “Service Provider” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ 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 “SERVICE PROVIDER” 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 Service Provider to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s.



- _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Service Provider but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the Service Provider 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 Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider 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. _____ (Service Provider) 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 Service Provider and notwithstanding any security or other guarantee that GAIL may have in relation to the Service Provider'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 Service Provider 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 Service Provider 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.
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.



9. Notwithstanding anything contained herein:
- The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)
 - This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

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

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

- 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.
- The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
- A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
• If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
- Service Provider shall submit attached cover letter (Annexure) while submitting Contract Performance Security



Annexure

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

1 BANK GUARANTEE NO	:					
2 VENDOR NAME / VENDOR CODE	:	NAME				
		VENDOR CODE				
3 BANK GUARANTEE AMOUNT	:					
4 PURCHASE ORDER/ LOA NO	:					
5 NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">PERFORMANCE BANK GUARANTEE</td><td style="width: 25%;">SECURITY DEPOSIT</td><td style="width: 25%;">EMD</td><td style="width: 25%;">ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE			
6 BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:				
	(B) ADDRESS	:				
	(C) PHONE NO/ MOBILE NO.	:				



F-5
AGREED TERMS & CONDITIONS

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH

TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-2022_GAIL_118158_1)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
<i>(Bidder is to tick only one appropriate option (✓))</i>			
1	Bidder's name, Vendor Code of GAIL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : GAIL's Vendor Code: Address:	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	Confirmed	☐
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	Confirmed	☐
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	Confirmed	☐
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No 	
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	Confirmed	☐
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	Confirmed	☐
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	Confirmed	☐
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	Confirmed	☐
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	Confirmed	☐



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
<i>(Bidder is to tick only one appropriate option (✓))</i>			
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	Confirmed	☐
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	Confirmed	☐
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	Confirmed	☐
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	Confirmed	☐
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	Confirmed	☐
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	Confirmed	☐
12.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	Confirmed	☐
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	Confirmed	☐



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
<i>(Bidder is to tick only one appropriate option (✓))</i>			
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner.	Confirmed	☐
15.	All correspondence must be in ENGLISH language only.	Confirmed	☐
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	Confirmed	☐
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	Confirmed	☐
18.	<u>No Deviation Confirmation:</u> 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.	Confirmed	☐
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	Confirmed	☐



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
(Bidder is to tick only one appropriate option (✓))			
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	Confirmed	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	Confirmed	
22.	Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas. 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. 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.	Confirmed	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	Confirmed	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or	Confirmed	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION		
<i>(Bidder is to tick only one appropriate option (✓))</i>				
	allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.			
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Confirmed</td> <td style="width: 20%;"></td> </tr> </table>	Confirmed	
Confirmed				
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Confirmed</td> <td style="width: 20%;"></td> </tr> </table>	Confirmed	
Confirmed				
27.	GeM Seller ID on Government e-Marketplace (GeM) is (refer BDS for its applicability)	GeM Seller ID : OR We hereby confirm to obtain GeM Seller ID and communicate to GAIL for incorporation of same in Purchase Order/ Letter of Acceptance, in case of award on us.		
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Confirmed</td> <td style="width: 20%;"></td> </tr> </table>	Confirmed	
Confirmed				

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



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 to concerned executive in GAIL issued the tender, by filling up the Format)

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL
TOWNSHIP AT BHARUCH
TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-
2022_GAIL_118158_1)

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding 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 :
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 :



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F-7
BIDDER'S EXPERIENCE

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT
BHARUCH

TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-2022_GAIL_118158_1)

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Note: As per Clause no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



F-8 (A)

CHECK LIST

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

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document along with unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section III has been submitted (applicable for MSE and PP-LC bidder).		
6.0	Confirm that Undertaking as per Form 2 to Annexure-III to Section III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form 3 to Annexure-III		



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	to Section-III are submitted.		
7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience A-1	Bidder must submit copy of valid Electrical Contractor license		Yes/No	
	Experience A-2	Copy of complete work order and completion certificate (of the same work order), from the end user is support of meeting the above experience, which should be sufficient to ascertain experience and proof of execution/ completion of work as above along with un-priced bid to meet the Bid Evaluation Criteria (BEC).		Yes/No	
2.	Experience of bidder acquired as a subcontractor	Certificate from end user		Yes/No	
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
4.	Any other technical criteria in BEC	(a) PF Registration certificate (b) Undertaking Annexure (iii) of SCC		Yes/No	

**GAIL (INDIA) LIMITED
GAS PROCESSING UNIT, GANDHAR**

VILL: ROZATANKARIA, TALUKA: AMOD, DIST: BHARUCH – 392114

TEL: +91-2641-231005, 231018 / FAX: +91-11-26185941

[CIN: L40200DL1984GO1018976] [GST No.: 24AAACG1209J3Z0]



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		Financial BEC			
1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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
Gandhar

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 :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks
shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can
jointly provide line of credit to the bidder.



F-10

**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***

Note:

- 1.0** 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]
- 2.0** We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0** Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

(Page 1 of 2)



Instructions:

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 “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (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.

(Page 2 of 2)



“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB: HIRING OF SERVICES FOR ELECTRICAL MAINTENANCE JOB IN GAIL TOWNSHIP AT BHARUCH
TENDER NO: GAIL/GDR/LPG/C&P/ELECT/W2K2206 (GePNIC Tender ID-2022_GAIL_118158_1)

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

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



F-12

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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.	Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) https://etenders.gov.in/eprocure/app
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



F-15
UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)
(to be submitted on letter head along with documents for release of payment)

To,
M/s GAIL (INDIA) LIMITED
Gandhar

SUB:
PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
- (ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓) above).

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

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



SECTION-IV GENERAL CONDITION OF CONTRACT FOR PROCUREMENT OF SERVICES



To read and understand the General Condition of Contract – Services available on GAIL’s tenders website <http://gailtenders.in/Gailtenders/gccs.asp> & no exception deviation anywhere has been taken in the same and that they shall abide by provisions of relevant GCC

Annexure-1/अनुलग्नक-1 PROFORMA FOR CONTRACT AGREEMENT/ संविदा करार के लिए प्रपत्र



LOA No. GAIL /	Dated -----	एलओए सं / गेल .	दिनांक.....
Contract Agreement for the work of ----- of GAIL (INDIA) Ltd. made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GAIL (INDIA) LIMITED hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.		गेल लिमिटेड के कार्य के लिए एक पक्षकार के रूप में नाम और पता(.....), इसके बाद से “संविदाकार” कहा जाएगा (जब तक यह शब्द विषय या संदर्भ के प्रतिकूल होने के कारण हटा न दिया जाए, जिसमें इसके उत्तराधिकारी और अनुमेय वारिस शामिल होंगे तथा दूसरे पक्षकार के रूप) लिमिटेड (गेल, इसके बाद से “नियोक्ता” कहा गया है (जब तक यह शब्द विषय या संदर्भ के प्रतिकूल होने के कारण हटा न दिया जाए, जिसमें इसके उत्तराधिकारी और अनुमेय वारिस शामिल होंगे के बीच) दिनांक को को करार किया गया।	
WHEREAS		जबकि	
A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender		नियोक्ता निविदा दस्तावेज में उल्लिखित, शामिल या संदर्भित कुछ कार्यों, जिनमें निविदा आमंत्रण पत्र, सामान्य निविदा सूचना, संविदा की सामान्य शर्तें, संविदा की विशेष शर्तें, विशिष्टियां, ड्राइंग, योजनाएं, कार्यों को पूरा करने की समय अनुसूची, दरों की अनुसूची, सहमत परिवर्तन, अन्य दस्तावेज शामिल हैं, का निष्पादन करने के लिए निविदा आमंत्रित की है।	
B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.		संविदाकार ने निविदा दस्तावेजों में विनिर्दिष्ट कार्यों और स्थल का निरीक्षण किया है और अपनी निविदा प्रस्तुत करने से पहले स्थल की सतह, स्तर, मृदा, उप मृदा तथा जमीन की-प्रकृति, साइट और स्थानीय स्थितियों के स्वरूप और प्रकृति, कार्य की मात्रा, प्रकृति और विशालता, मजदूरों की उपलब्धता और कार्य के निष्पादन के लिए आवश्यक सामग्री, साइट तक पहुंच के साधनों, इस तक बिजली और पानी की आपूर्ति तथा आवश्यकता अनुसार आवास के बारे में सावधानीपूर्वक जांच करते हुए स्वयं को संतुष्ट कर लिया है तथा निविदा दस्तावेजों में संदर्भित या लागू मामलों और चीजों के अनुसार अपेक्षित सूचना प्राप्त कर ली है तथा संविदा के अंतर्गत किए जाने वाले कार्य के निष्पादन और उसे पूरा करने या सभी संभावित और संभव स्थितियों, विलंब, बाधाओं या हस्तक्षेप की प्रकृति और सीमा पर विचार कर लिया है, और सभी अन्य मामलों, स्थितियों और चीजों तथा संभावित और संभव आकस्मिकताओं और सामान्य तौर पर इससे जुड़े सभी मामलों और सहायक स्थितियों की जांच की है और विचार किया है, जो कार्य के निष्पादन और उसे पूरा करने को प्रभावित कर सकते हैं और जिसने संविदाकार को अपनी निविदा प्रस्तुत करने के लिए प्रेरित किया है।	
C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.		निविदा दस्तावेज में निविदा आमंत्रण सूचना, संविदा की सामान्य शर्तें, संविदा की विशेष शर्तें, दरों की अनुसूची, सामान्य बाध्यताएं, विशिष्टियां, ड्राइंग, योजनाएं, कार्य को पूरा करने की समय अनुसूची, निविदा स्वीकार करने का पत्र तथा सहमत परिवर्तन के किसी विवरण के साथ इसके अनुलग्नकों की प्रतियां, जो इसमें अलग से निर्धारित इस संविदा के भाग के रूप में संलग्न हैं, और संविदा में, जहांहीं भी इनका प्रयोग किया गया है-, को शामिल किया जाता है।	
AND WHEREAS		और जबकि	



The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.	नियोक्ता ने कार्य की मात्रा की अनुसूची में उल्लिखित दरों पर उक्त कार्य के प्रावधान और निष्पादन के लिए संविदाकार की निविदा स्वीकार की है और नियोक्ता द्वारा संविदा की निबंधन एवं शर्तों के अनुसार इसे अंतिम रूप से अनुमोदित किया गया है इसके बाद से(इसे “दरों की अनुसूची” कहा गया है
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-	अब इस करार को साक्षात्कृत किया जाता है और इसमें एतद्वारा निम्नानुसार सहमति और घोषणा की जाती है :
1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.	संविदाकार द्वारा किए जाने वाले कार्य के भुगतान के लिए, संविदाकार एतद्वारा नियोक्ता को वचन देता है कि संविदाकार उक्त कार्य को विधिवत उपलब्ध कराएगा, निष्पादित और पूरा करेगा तथा संविदा में उल्लिखित या वर्णित अन्य सभी कार्यों और चीजों का निष्पादन करेगा या जो उक्त कार्य को पूरा करने के लिए इससे संबंधित हों या तर्कसंगत रूप से आवश्यक हों तथा उक्त समय में और इस प्रकार से तथा संविदा में उल्लिखित निबंधन एवं शर्तों या उल्लिखित अनुबंधों के अनुरूप हों।
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.	उक्त कार्य के विधिवत प्रावधान, निष्पादन और कार्य समापन को देखते हुए, नियोक्ता एतद्वारा संविदाकार से सहमत होता है कि नियोक्ता संविदाकार को उसके द्वारा वास्तव में किए गए और नियोक्ता द्वारा अनुमोदित कार्य के लिए दर अनुसूची के अनुसार संबंधित राशि तथा संविदाकार को ऐसी किसी अन्य देय राशि का भुगतान करेगा, और ऐसा भुगतान ऐसे समय में और इस ढंग से किया जाएगा जैसाकि संविदा में प्रावधान किया गया है।
AND	और
3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.	उक्त कार्य के विधिवत प्रावधान, निष्पादन और पूर्णता पर विचार करते हुए, संविदाकार एतद्वारा नियोक्ता द्वारा संविदाकार को दी जाने वाली सेवाओं के लिए नियोक्ता को देय ऐसी राशि का भुगतान करने के लिए सहमत होगा जैसे कि बिजली आपूर्ति, जल आपूर्ति तथा उक्त संविदा में निर्धारित अनुसार अन्य भुगतान तथा ऐसी अन्य राशि जैसे कि उपभोज्य सामग्री की नियंत्रित मदों या नियोक्ता के उपकरण, सामग्री निर्माण संयंत्र और मशीनरी को हुई हानि और क्षति के कारण देय राशि, का भुगतान संविदा में उपलब्ध कराए गए अनुसार समय और तरीके से किया जाएगा।
It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.	नियोक्ता और संविदाकार के बीच यह विशेष और स्पष्ट रूप से समझौता और सहमति हुई है कि ठेकेदार को कार्यों के निष्पादन के लिए नियोक्ता द्वारा उपलब्ध कराए गए स्थल या संविदाकार द्वारा उक्त स्थल पर भवन, ढांचों या निष्पादित कार्य या उक्त स्थल पर लाया गया माल, वस्तु, सामग्री आदि जब तक कि यह विशेष रूप से संविदाकार से संबंधित(पर कोई अधिक) न हो, हकदारी या हित नहीं होगा तथा संविदाकार को भुगतान न किए गए बिलों पर प्रभार लेने, जो कोई भी हो, हेतु कोई ग्रहणाधिकार नहीं होगा या माना जाएगा तथा साइट या संरचनाओं पर कब्जा मांगने या बनाए रखने या नियंत्रण करने तथा नियोक्ता को साइट के पूर्ण कब्जे का कोई अधिकार नहीं होगा तथा नियोक्ता को साइट का पूर्ण अधिकार लेने और संविदाकार, उसके सेवक, एजेंट और साइट पर पड़ी संविदाकार की सामग्री को हटाने का अधिकार होगा।



Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.	संविदाकार को साइट पर केवल लाइसेंसधारी के रूप में ही कार्य के निष्पादन के लिए प्रवेश करने की अनुमति दी जाएगी तथा उसे साइट में या उस पर खड़े ढांचों पर कोई दावा, अधिकार हित नहीं होगा तथा नियोक्ता को बिना कोई कारण बताए ऐसे लाइसेंस को रद्द करने का अधिकार होगा। उक्त साइट पर पड़ी रेत, रोड़ी, पत्थर, मिट्टी का ढेर, चट्टान आदि, चाहे खोदी गई हो, या उत्खनित हो, जब तक कि अन्यथा इस संविदा में स्पष्ट रूप से सहमति न दी गई हो, विशेष रूप से नियोक्ता की होगी तथा संविदाकार को इन पर दावा करने का कोई अधिकार नहीं होगा और ऐसे उत्खनन और सामग्रियों को नियोक्ता का मानते हुए इंजीनियर प्रभारी द्वारा समय समय पर जारी लिखित निर्देश के अनुसार निपटान-किया जाएगा। के
In Witness whereof the parties have executed these presents in the day and the year first above written	इसके गवाह के रूप में पक्षकारों ने ऊपर उल्लिखित तारीख और वर्ष को उपस्थित होकर हस्ताक्षर किए हैं :

नियोक्ता के लिए और उसकी ओर से हस्ताक्षरित और प्रदान किया गया Signed and Delivered for and on behalf of EMPLOYER	संविदाकार के लिए और उसकी)रों(ओर से हस्ताक्षरित और प्रदान किया गया Signed and Delivered for and on behalf of the CONTRACTORS
गेल /लिमिटेड)इंडिया(GAIL (INDIA) LIMITED	)संविदाकार का नाम((NAME OF THE CONTRACTOR)

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दिनांक/Date
स्थान/ Place.....

दिनांक/Date
स्थान/ Place.....

दो गवाहों की उपस्थिति में /IN PRESENCE OF TWO WITNESSES

1.
2.

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SECTION –V & VII **SPECIAL CONDITION OF CONTRACT** **(SCC) & SCOPE OF WORK**



SPECIAL CONDITIONS OF CONTRACT (SCC)

- “Service” shall comprise the Scope of Work as attached.
- “Location(s)” where the services are to be rendered, shall be defined in the Scope of Work.
- **Engagement:** GAIL intends to engage Contractor to provide the service(s) at Gail Township Bharuch for a period of 24 months from the date of commencement of services subject to the terms and conditions hereinafter specified.

1. GENERAL:

The SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with the GENERAL CONDITIONS OF CONTRACT. The SPECIAL CONDITIONS OF CONTRACT shall supercede the provisions of GENERAL CONDITIONS OF CONTRACT in case of any ambiguity.

The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions, nature and quantum of jobs before submitting their bid. Non-familiarity with the site conditions, nature and quantum of jobs will not be considered a reason either for extra claims or for not carrying out in strict conformity with specifications, drawings and bill of quantities. The contractor will be responsible to complete the entire job in all respects and any of the work necessary to complete the job though specifically not covered in the Scope of Work. In case of any doubt or dispute as to the interpretation of any clause contained in, the decision of Engineer-In-Charge (EIC) shall be final and binding on the CONTRACTOR.

2. PERIOD OF CONTRACT:

The total duration of AMC for Electrical Works at GAIL Township, bharuch (hereinafter referred to as GAIL) shall be **two years** to be reckoned from the date of Mobilization. The time period for Mobilization will be 7 days from the date of FOI/ LOI whichever is earlier.

3. CONTRACT VALUE:

The value of work under this contract shall be as per SOR. Actual work may vary to any extent. Minimum value of work under this contract is not guaranteed as the quantities indicated in schedule of rates are only tentative. Rates are comprehensive rates and includes all costs required for the execution of the job (like transportation of resources, lodging and boarding, PPE's like Electrical Safety Shoes , helmet, Rain coat and cotton uniform for all the deployed manpower etc).

4. WORK SPECIFICATIONS AND STANDARDS:

Unless specified herein and contained in the contract, the latest IS specifications & concerned IE Rules shall be referred for the different jobs. All the works have to be undertaken as per standard specifications, drawings and instructions & directions of Engineer-In-Charge.

5. ELECTRICAL CONTRCATORS LICENSE:

The contractor should possess valid Electrical Contractors License issued by Electrical Inspectorate Office, Gandhi Nagar, Gujarat OR any other state. However, Contractors having valid Electrical Contractors License of any other state shall have to comply all the requirement of Electrical Inspectorate Office, Gandhi Nagar, Gujarat from time to time and shall submit an undertaking for the same along with their bid.

6. SCOPE OF SUPPLY:

A. OWNER'S SCOPE OF SUPPLY:

- (i) All Equipments, Spare parts other than mentioned in SOR and Scope of work shall be supplied by GAIL free of charge for carrying out maintenance work. Contractor shall make his own arrangements



- for the safe custody of GAIL and his materials at site while the job is in progress. Proper storage facility is to be maintained by the contractor.
- (ii) GAIL shall issue all types of hand gloves, safety belts free of charge required for carrying out the job safely.
- (iii) Power & Water shall be supplied by GAIL free of cost.

B. CONTRACTOR'S SCOPE OF SUPPLY:

- (i) Safety appliances for carrying out the jobs as per GAIL's safety department's stipulations like helmets (ISI mark), electrical safety shoes, cotton uniforms, socks etc. Required for the deployed manpower for carrying out the various jobs, should be arranged by the contractor. GAIL's safety policy should be followed in toto by the contractor for all work procedures.
- (ii) Minimum two pairs of 100% cotton uniforms (paint& shirt) of required colour, one no. Of electrical safety shoe and two pair of socks shall be provided to all his employee by the contractor once in a year. First set of the above mentioned safety items to be supplied maximum within one month of start of contract. Second set is to be supplied after one year from the date of providing the first set. Contractor has also to provide one no. Of raincoat during the period of contract before the start of monsoon. If a contract employee/worker is found not wearing the required uniform for more than 7 days, applicable penalty shall be imposed on the vendor.

Note: The cost of Two pairs Uniform (Paint, shirt and socks), Helmet, Safety Shoes and raincoat shall be reimbursed once in a year for 8 Nos. of Resources regularly working in shift and General Shift. For ESI Employer Contribution, Bonus / Ex-gratia, Leave with wages, Premium for PMSBY, Premium for PMJJBY, Provision towards Wage Revision & Death Gratuity, Uniform , safety shoes & Helmet , actual amount against these components will be released by GAIL only after submission of proof of payment.

The specifications of safety kit are mentioned below:

Specification of Safety Helmet:

- a) **Colour: Blue**
- b) Industrial safety helmet manufactured from high quality, high impact, heat & chemical resistant HDPE material designed to take on clip on accessories like face shields, ear defenders and welding visors without the need for drilling on the helmet. This helmet shall be made with or without fluorescent radium pigment so that the helmet glows in the dark.
- c) The helmet should be provided with sweat band and synthetic adjustable and removable chin strap.
- d) Marking: The helmet shall be having IS: 2925-1984 mark on the shell and head band and DGMS & CE approval mark on shell.

Specification of Industrial Safety Shoes:

- a) Light weight high quality industrial safety shoes made from black colour leather with grain **finish** and shall be necessarily either IS marked approved and confirming to following specifications.
- b) Type: Safety shoe having four eyelets suitable for use in industries, should be safe, elegant and comfortable in wearing in different sizes.
- c) Collar: foam padding shall be provided around the collar with high quality filament mat (fiber reinforced thermoplastic resin) for greater comfort.
- d) Steel Toe Cap: ISI marked bearing no. IS 5859 mark with finish as per the size of shoe.
- e) Sole: Made of black coloured dual density PU (polyurethane) chemical to make shoes, durable, flexible and light in weight. Sole shall be Nonskid antistatic having acid & alkali resistant, shock absorbent, heat resistant, water and oil resistance as per IS / International standard. Certificate must be enclosed in this regard along with offer for technical scrutiny.
- f) Sole Fixing: Direct Injection molding process.

Specification of Safety Belt:

- a) Safety belt of Full body harness shall be with double polyamide rope lanyards.



- b) Safety full body harness shall be of Polyamide webbing in two colors made of adjustable 45mm + 2mm polyamide shoulder, thigh seat, and chest and waist straps.
- c) The safety harness shall be provided with adjustable buckles in high strength zinc plated steel, 2 chest attachment D-Ring and a dorsal attachment D-Rings with ID plates.

Specification of Cotton Uniform & Socks:

- a) The cotton uniform and cotton Socks shall be of 100 % pure cotton. Socks should be of black or navy blue colour.
 - (i) 100% cotton shirt in light sky blue color and 100% cotton trouser in dark navy blue color.
- b) Shirt should be from the light cloth of cotton. Shirt shall be in full sleeve and two buttons shall be provided at end of sleeve / on wrist for adjusting purpose. Shirt should be front open and the button used should be white small standard size. It should have one chest standard pocket at the left side of chest. Sizes of shirts shall be standard.
- c) Normal design pants for formal wear with two pleats, with two side pockets with tapered opening. One back pocket with central button without flap. One concealed pocket on the inner side of the waist belt on right front side. Nylon zipper of matching colour should be provided. One hide pocket in the front right side to be given. Length of the trouser should be alterable by the wearer. Size label is to be woven inside.

It shall be solely contractor's responsibility to operate, and maintain all the necessary tools, tackles, safety gadgets and perform work in efficient manner and complete the assigned jobs as instructed by Engineer-In-Charge or his representative as per schedule given to him. Contractor has to supply the minimum no. of tools to all the technicians/helpers as per Annexure-A and has to maintain throughout the contract period.

- (iii) It shall be solely contractor's responsibility to operate, and maintain all the necessary tools, tackles, safety gadgets and perform work in efficient manner and complete the assigned jobs as instructed by Engineer-In-Charge or his representative as per schedule given to him. Contractor has to supply the minimum no. of tools to all the technicians/helpers **as per Annexure-A** and has to maintain throughout the contract period.

(iv) Site Organisation:

- a. All deployed crews should have adequate qualifications and/or experience in the maintenance of electrical systems. Supervisor should have a minimum qualification of Diploma in Electrical with 4 yrs of experience in supervising electrical maintenance jobs and possess the valid supervisory license issued from any state govt. Experience electrical technicians (Skilled) should possess (i) minimum ITI (Electrician)/Wireman) from any approved organization with minimum 4 yrs. of experience Or Diploma in electrical with one year experience in electrical maintenance. The Electrical Technicians (Skilled) should have experience in maintenance of Power Transformers, VCB & Air Circuit Breakers, SWYD Isolator, Motor Feeders, Battery maintenance, Earth pits, Energisation & De-energization of Equipment's etc. Considering the safety aspects of electrical system, all the crews shall be examined for their group skillness before their deployment on jobs as mentioned above.

Above Qualification/ experience is must along with the qualification mentioned in Annexure Q.

- b. On Sundays and holidays, the deployment of crew in general shift is not required However, during any other exigency, the deployment of general shift is required; in addition to this, in case of Sunday / closed holiday falling in-between planned or unplanned Maintenance, the deployment of crew is required and the same shall be intimated through EIC or his representative in advance.

However, the shift duty personnel can be placed in general shift duty or vice-versa as per the job requirement during the contract period.



- c. During annual shutdown, the shift duty and general shift duty shall have to perform shutdown maintenance jobs for eight hours a day without any addition cost implication on GAIL, the payment shall be made on SOR item rate. However, in case of requirement, the contractor shall have to deploy sufficient manpower at any time on any day including Sundays and holidays, according to information received from GAIL.
- d. The jobs are to be performed at the discretion of GAIL, in accordance to the requirement of Maintenance in Township at any time on any day throughout the contract period and the contractor shall agree to render timely services.
- e. The contract shall have to finish any assigned job at the earliest in a safe and sound manner with high quality workmanship by deploying sufficient number of crew, tools & tackles and effective work supervision as directed by EIC.
- f. EIC or his representative shall intimate to the contractor three days in advance for the planned maintenance and seven days in advance for the turnaround shutdown maintenance and the contractor shall deploy sufficient number of crew.
- g. Under certain circumstance GAIL decides to stop the ongoing job(s) including execution of the SOR items and resuming the balance job at later stage. However, the contractor will not be paid any additional payment towards execution of such balance job at the later stage.
- h. All the expenses toward mobilization and demobilization of equipment, workforce, material, dismantling, clearing the site etc shall be deemed to include in the price quoted and no separate payment of such expenses shall be entertained.
- i. On award of a contract and prior to commencement of work, the contractor shall complete all the formalities to get entry pass. All the persons engaged under this contract shall carry gate pass all the time while in the Township premises.

Entry / Exit of material or equipment brought by the Contractor will be allowed through the designated Gate as per procedure and policy of the company.
- j. It is sole responsibility of contractor to supervise the work awarded to him in safe & secure manner. Contractor is responsible for implementation of work as directed by Engineer-in-charge. Preparation of feasible and safe scheme for implementation of work is the responsibility of the contractor only. GAIL is not responsible at any juncture except quality control of work.
- k. **WORKING HOURS:** Working hours shall be notified from time to time and may be changed as per exigencies of work. Normal existing working hours are as follows:
 - a. For the jobs which are carried out in general shift, the normal working hours in the Township shall be of eight hours a day ie from 09:15 hrs to 17:45 hrs with half an hour lunch in between, from Monday to Saturday except Sundays/holidays.
 - b. For the jobs which are carried out on round the clock basis normal working hours shall be round the clock shifts of eight hours duration each on all days of the week (A Shift: 7:00am to 2:00pm, B Shift: 2:00pm to 10:00pm, C Shift: 10:00pm to 7:00am).

All Maintenance activities shall be carried out as per standard operating Procedure (SOP).

7.0 DEFECT LIABILITY PERIOD:

Defect Liability Period shall be of three month from the date of completion of contract. Any defect or fault which may appear within the “Defect Liability period” of three months after the completion of the works, arising in the opinion of Engineer-in-charge from materials or workmanship or not in



accordance with the contract, shall be attended as per the directions of the Engineer-in-charge by the Contractor at his own risk and cost. In case of default, the employer may carry out the works through other agencies and all damages, losses and expenses shall be recoverable from contractor by the owner. The work shall be considered as completed on issuance of the completion certificate by the Engineer-in-charge. The defect liability period shall commence from the date of Completion as mentioned in the Completion certificate.

8.0 PF & ESIC REGISTRATION OF BIDDER

Bidder must have “Permanent EPF Account” & “Employees’ State Insurance Corporation (ESIC) Certificate” in its name. Wherever “ESIC” is not available, an undertaking to be furnished by bidder with technical bid that the same shall be governed by “Workmen’s Compensation Act, 1923” and bidder shall furnish WC Policy (specific to this job with required manpower) prior to commencement of work in case of award. Bidder must submit duly stamped & self-attested documentary proofs of having “Permanent EPF Account” and “ESIC Certificate” along with the bid.

In addition to above bidder has to comply the following

“The Contractor is required to submit copies of Electronic Challan cum return (ECR) / Electronic Challan along with on line uploaded list of contractor workers / members for proof of remittance of provident fund (PF) and Employee State Insurance Contributions (ESIC) with respective authorities for contract workers engaged by him in GAIL while submitting bills.

Contractor will have to take care of all applicable legal and statutory requirements in all aspects. Contractor will have to submit applicable necessary certificates/documentation during contract tenure as proof of compliance of above-mentioned requirement with regard to employees provident fund scheme 1952 / employees’ pension scheme 1995/employees deposit linked insurance 1976. Contractor will also have to produce the necessary certificates/documentation to PF/Labour Commissioner/ different Government Regulatory Authorities from time to time with regard to necessary legal and statutory compliance/s.

9.0 DEPLOYMENT LIABILITY:

- a) The Contractor shall be solely and exclusively responsible in engaging or deploying persons for the executions of the contract. All employees to be deployed by the contractor shall be on his pay roll and be paid by him. The owner will have no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify the owner against all loss or damages or liability arising out of or in the course of his relations within his employees.
- b) The contractor shall be directly responsible for any dispute arising between him and his employees and the owner shall be indemnified against all losses, damages or claimed arising thereof.
- c) Contractor shall be responsible for safe custody of any equipment handed over to him. In case of loss/theft, the purchase cost of the equipment plus 15% additional charges shall be recovered from the contractors running bill. GAIL’S decision in this regard shall be final, binding and conclusive.
- d) Contractor will have to take care for compliance of legal & statutory aspects in totality and will have to take care of all the liability like wages, overtime, Bonus, Leave wages as per Factories Act/ Rules or Shops & Establishment Act, shift allowance, increment, retrenchment compensation, PF contribution including Employee Deposit Linked Insurance (EDLI) & administrative charges, Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee’s Compensation Act, 1923, and all other statutory payments, including providing supervisory services, all the service charges if any, consumables, safety appliances under contractor’s scope of supply, over heads, profits, any license fee, taxes etc and for executing job in totality in accordance with tender document.



- e) Contractor shall be fully responsible for all the legal compliances, statutory compliances and all type of compensations including medical etc. in case of any accident to his deployed personnel inside the Township premises.
- f) Contractor will have to make payment with strict adherence to Minimum Wage Circular issued by Government authorities from time to time.

10.0 SCHEDULE OF RATES:

In the schedule of Rates annexed here to, the contractor is supposed to quote his rate after taking into account all his liability like payment of minimum wages as notified from time to time by Central Gov. or State Govt., whichever is higher, leave wages @ 8.33 % as per factories act / Rules or shops & Establishment Act of Gujarat state, bonus payment @ 8.33 % of wage, increment, retrenchment compensation, PF including EDLI and all other statutory payments, all service charges if any, safety appliances under contractor's scope of supply, over heads, profits, any license fee, taxes etc. except service tax.

- a) The requirement of services is not of continuous nature but need based and as and when required basis. Hence the contractor will have to deploy an optimum crew always at site on daily basis to cater to the services. However, deployment of additional personnel may be required in case of shutdowns / breakdowns, for which prior intimation will be given.
- b) Quantum of job is not guaranteed, since the requirement is need based.
- c) Contractor or his authorized representative shall instruct their employees to keep the area clean after completion of job allotted to them.
- d) The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by the contractor by directly depositing to their bank accounts through e banking. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by the contractor.
- e) If contractor is unable to complete the given assignment work within stipulated time, the same job may be allotted to other agency and cost may be deducted from the contractor's bill.
- f) The work is to be carried out in “Prohibited Areas/hazardous area” and successful bidder will have to work as per instructions of Engineer-in-charge and should obtain permission in standard format for every employee working, for him who are liable for physical check by Competent Authority from security and safety point of view as decided by Engineer-in-charge at any time.
- g) The Contractor shall provide all safety kits such as safety shoes, helmets etc. to their personnel working inside the Township. If the safety appliances are not available with the contractor, it shall be provided by GAIL's Fire & Safety department on chargeable basis including surcharge on rent, which has to be again deposited to GAIL immediately after completion of work.
- h) The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every in strict accordance with the specification. The contractor shall also confirm exactly full and faithfully to the designs, drawings and instructions in writing in respect of work assigned by the EIC.
- i) Party must confirm in their technical bid itself that they have quoted against each and every SOR items in the commercial bid.



j) Contractor will have to make payment with strict adherence to Minimum Wage Circular issued by Government authorities from time to time.

11. **PRICE REDUCTION SCHEDULE:** PRS is applicable as per General Conditions of the Contract

12. **TRANSPORTATION/CONVEYANCE:**
Contractor shall make his own arrangement for the transportation of his personnel and material to the place of work at GAIL. Quoted rates should include all these costs. GAIL shall not pay any extra amount for the same.

13. **SUPERVISION OF WORK:**
The contractor shall deploy a qualified person for effective supervision of the various jobs having minimum qualification of Diploma in Electrical and shall possess the valid Supervisory License issued from any state govt. Supervisor should be available on site on all working days during general shift for monitoring of the maintenance jobs. However as per the requirement of jobs, he may be required to stay beyond the normal working hours to supervise the work say during Power trips, shutdown and other maintenance activities.

14. **DISCIPLINE:**
The contractor will be liable for the discipline and good behavior of all the personnel engaged by him and in case of any complaints being received against any of his personnel; he shall arrange to replace such persons within 24 hours of receiving such notice. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations

15. **MEASUREMENT AND BILLING:**
All measurement shall done in the units of SOR mentioned. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized person. Such measurement will be recorded in measurement book by Engineer-in-charge or his authorized representative.

Contractor shall submit the bill in Quadruplicate with a copy of PF chalan to the Engineer-in-charge (EIC) of the work giving abstract and detailed measurements for the various item executed during a month before expiry of the 1st week of the succeeding month. Payment shall be made to the contractor against the monthly bill within 15 days of receipt of bill duly certified by EIC.



STANDARD CONDITIONS OF SCC: PART I
Standard HR Clauses

1. Man-days:

- a) Minimum requirement / average monthly requirement (whichever is applicable) of man-days / resources: *<number of man-days to be defined as per requirement and Scope of Work>*.

The minimum requirement of the resources is as under (refer Table 1):

Table 1: Categories of man-days

Sl. No.	Category {*}	Monthly Requirement (if required, provide shift-wise requirement)	Number of months
1	Unskilled	Total 4 Nos.= 1 Nos. Resources in each shift (26 Days per month per Resource)	24
2	Skilled	Total 4 Nos.= 1 Nos. Resources in each shift (26 Days per month per Resource)	24

*{*The category may be determined in line with Gazette Notification No. S.O. 188 (E), 190 (E) and 191 (E) dated 19.01.2017 as applicable for Construction, Sweeping & Cleaning and Watch & Ward respectively or Code on Wages-2019 (after it comes into force).}*

- b) The contractor is required to maintain a monthly average of Eight (08) nos. of resources. A daily variation of upto +/- 10 % in deployment, if required, may be allowed to ensure operational flexibility and desired productivity / quality of work.

Illustration:

If the average monthly requirement is 100 nos. of resources with variation of +/- 10 %, the contractor may be allowed an operational flexibility to deploy resources in the range of 90-110 nos. per day of resources considering the quantum of work on a particular day. However, the average monthly deployment of 100 nos. of resources is to be maintained.

- c) Qualification and experience of resources to be deployed: *<to be defined as per requirement and Scope of Work.>*

- d) Contractor shall ensure that the resources to be deployed are:

- i. Trained, experienced and competent to do the jobs for which they are assigned.
- ii. Well dressed, well groomed, neat, tidy and presentable to a standard reasonably required for the particular service(s) for which they are assigned, and shall wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
- iii. Polite, respectful and courteous.

2. Cost of minimum resources to be deployed:

The estimated cost of minimum resources / average monthly resources (whichever is applicable) to be deployed is based on applicable minimum wages [as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)] as on *<dd. mm. yyyy>*. The wages for different categories are as under (refer Table 2):



Table 2: Notified Wage rate for different categories

Sl. No.	Category {*}	Daily wage (Rs.)	Monthly wage (Rs.) #
1	Unskilled	<i>As per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)</i>	Daily wage x 26
2	Semi-skilled	<i>As per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)</i>	Daily wage x 26
3	Skilled	<i>As per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)</i>	Daily wage x 26
4	Highly Skilled	<i>As per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)</i>	Daily wage x 26

{*The category may be determined in line with Gazette Notification No. S.O. 188 (E), 190 (E) and 191 (E) dated 19.01.2017 as applicable for Construction, Sweeping & Cleaning and Watch & Ward respectively or Code on Wages-2019 (after it comes into force).}

The monthly wage remains same irrespective of the number of days in a particular month [for example it remains same for February (28/29 days), March (31 days) and April (30 days)].

{Considering the minimum wages (refer Table 1) and components as mentioned in Table 2, the total estimated cost of deployment of minimum resources / average monthly resources (whichever is applicable) is to be derived based on the requirement of man-days as defined in the clause 4 above. In case of composite service contract (involving deployment of man-days, item rate services, and supply of material and machine), the Schedule of Rates should have separate line item(s) for (a) estimated cost of services along with “Service Charge”, and (b) rates for supply of material, machine, and item rate services, if any (refer Annexure-6).}

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of SCC - Part-II, Part- III and Part-IV, the Bidder/Contractor is required to consider the monthly cost of deploying minimum number of resources / average monthly resources (whichever is applicable) based on the following and quote the “Service Charge” accordingly:

Table 3: Components of monthly cost of deployment of a resource

Component for working out monthly cost of deploying a resource	Remarks
Minimum Wages as on the date of submission of the bid	
PF Contribution @ 13% (i.e. Employer contribution 12% + EDLI 0.5% + Admin Charges 0.5%)	
Bonus / Ex-gratia @ 8.33% of minimum wages per month	
ESI Employer Contribution @ 3.25%	
Provision for leave with wages @ 4.81% of minimum wages per month	
Premium for Employees Compensation Policy covering Compensation Liability and Floater Medical Policy (of Rs. 3 Lakhs covering along Self, Spouse & 2 dependent children), <i>if ESI is not applicable</i>	



Component for working out monthly cost of deploying a resource	Remarks
Premium for Group Personal Accident Insurance Policy with a coverage of five lakh rupees	<i>(based on rates offered by at least one leading insurance provider)</i>
Premium for PMSBY	
Premium for PMJJBY	
Uniform (2 sets per year) cost	
Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India (after it comes into force).	

Note: Actual amount against the components mentioned in Sl. No. 1 to 11 of Table-3 will be released by GAIL only after submission of proof of payment.

In case, any upward revision in minimum wages is notified by the appropriate government during the period of contract, GAIL shall reimburse only the additional financial implication arising out of such upward revision in minimum wages including implication of associated wage components mentioned at Sl. No. 1-4 as mentioned in Table-2 (if any) to the Contractor. The Contractor is required to submit documentary proof for reimbursement of such additional financial implication. The arrears (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.

However, there will be no reimbursement in such case towards (i) the overheads towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted “Service Charge” amount.

The bidder is required to make his / her own assessment regarding deployment of resources, and supervisor etc. required for ensuring satisfactory services as per terms of the contract and also take into account all other applicable costs, if any, while quoting the rates / “Service Charge.”

The quoted “Service Charge” will remain firm and fixed during the contract period.

The Bidder is required to submit an undertaking, as per *Annexure- iii*.

3. Uniform:

Contractor shall ensure adequate supply of uniform (but not less than 02 sets per year) as mentioned in the Scope of Work to all resources deployed.

4. Biometric System:

Contractor (s) are required to install Biometric System at his own cost to regulate the entry and exit of the resource(s) deployed by him.

5. Deficiency:

“Deficiency” shall mean a deficiency in the performance of service(s) as mentioned in the Scope of Work including deployment of minimum resources / average monthly resources (whichever is applicable), poor quality of service, quantity and quality of material, efficiency of any service(s), non-compliance of statutory provision(s) or non-compliance of any of the tender condition(s).

GAIL/ Engineer in Charge (EIC) on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after



repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, GAIL shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the EIC with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor(s).

- a) It is recognized that there may be deficiencies in the performance by the Contractor with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by EIC/ GAIL in any service(s) to be performed by the Contractor, GAIL shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.
- b) The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and GAIL shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the GAIL to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor or from the Security Deposit @ Rs. 1,000/- per instance.
- c) **List of deficiencies and penalties thereof:**
{The indenter shall define the types of deficiency(ies), unit of measurement of a single instance of each type of deficiency and specify the rate of penalty for each type of deficiency. A template for penalties for deficiency(ies) is provided below (indenter may add to this table as per requirement of the tender.)}

Table 4: List of deficiencies and penalties thereof

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1	Non deployment /short deployment of resource(s)	Rs 1,000/- per resource per instance
2	Complaints of misbehaviour or negligence on the part of the resource	Rs. 1,000/- per instance
3	Non-wearing of uniform / wearing untidy uniform by the resource on duty.	Rs.100.00 per day per resource
4	Non-submission of running / final bill beyond 30 days of stipulated time for the applicable date of bill submission	Rs. 1,000/- per instance and Rs.100/- per day beyond that.
5	Any other deficiency(ies) in service and/or material as defined in scope of work. <i>(The indenter may define each type of deficiency and a reasonable rate of penalty.)</i>	<i>The indenter may define rate for each instance of deficiency.</i>
6	<i>Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment/late payment / short payment of wages</i>	<i>Rs. 1,000/- per resource per wage period.</i>
...	...	...

However, the total amount deducted towards deficiencies under the contract shall not exceed 5 % of the total contract value.

- d) In case, the deficiency continues for such period or in such manner as determined by GAIL that affects the services as mentioned in the Scope of Work, GAIL's decision in this regard shall be final and binding on the Contractor. The Contractor shall be liable to pay compensation at the rate of 1 % (one percent) of the estimated cost of the service for every week limited to a maximum of 10 % (ten



percent) of the value of the service. In the event of his failure to do so, the EIC may, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and expense in all respects of the Contractor or may terminate the contract due to non-performance.

The decision of the EIC, as to any issue arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, GAIL reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

6. Performance :

Performance of the Contractor shall be dealt as per Clause No. 2.14 of General Conditions of Contract (GCC).

7. Documents for technical bid qualification

- a) PF Registration Certificate
- b) ESIC Registration Certificate, if the ‘Location(s)’ of ‘Service’ as defined in the Scope of Work falls under the ESI implemented area

The bids to be rejected due to non-submission of aforesaid documents.



Annexure-II

STANDARD CONDITIONS OF SCC: PART II
Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GAIL.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

- a. The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GAIL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GAIL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex-gratia (made on yearly basis) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contract.



2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ *Industrial Establishment (national & festival holidays, casual & sick leave) Act*, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. *As per the Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable)*: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of **separate e-Challans / ECR alongwith proof of payment/receipt** in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GAIL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).**
- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the “International Workers” and must register on the **International Worker Portal of EPFO**.

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.



- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GAIL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GAIL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, GAIL as Principal Employer, will make payment of wages in full or the unpaid**



balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965



Annexure-III

STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GAIL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GAIL.
4. The Contractor shall also indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy & efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.)
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GAIL while at the site/work. All existing and amended safety / fire rules of GAIL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / GAIL's Doctor.



13. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume alcoholic drinks or any narcotics within the premises of GAIL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity** to candidates with experience of **apprentice training in GAIL** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GAIL or at a place **within a radius of three kilometers**.
17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of GAIL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GAIL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GAIL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GAIL and has come to the notice of GAIL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GAIL.
22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
23. *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.*
24. *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal.*



Annexure-IV

STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The Contractor shall submit evidence / proof to GAIL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GAIL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana– if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY) /Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform GAIL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).



STANDARD CONDITIONS OF SCC: PART V
Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.
- viii. Copy of registration under the Building and Other Construction Workers (RE&CS) Act, 1996 in case he employs ten or more building workers in any building or other construction work.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorised person** in GAIL certifying as “**Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence**”



on-----(date) at -----(place)” along with copy of bank statement duly certified by bank and copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.

- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in GAIL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in statement as per **Annexure- i**.
- v. Copy of Wage Slips in FORM XIX
- vi. *Proof of deposit of Cess under The Building and Other Construction Workers’ Welfare Cess Act, 1996, (if applicable)*

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GAIL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii**.
- ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. *Proof towards PF KYC compliance of contract workers*
- x. *Proof of deposit of total Cess under The Building and Other Construction Workers’ Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).*

4. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GAIL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GAIL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.



Annexure-i

Statement in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any from _____ to _____
 - (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
 - a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI:
 - a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:



INDEMNITY BOND

WHEREAS GAIL(India) Limited (hereinafter referred to as GAIL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with <name of the Contractor> Incorporated (hereinafter referred to as the ‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for <NAME OF THE CONTRACT> ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GAIL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GAIL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to GAIL forthwith, on demand, without protest the loss suffered by GAIL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with GAIL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of GAIL arising from any such contract/case for which GAIL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:



Annexure- iii

UNDERTAKING
(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of resources as per the tender conditions.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed GAIL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....
Name of Bidder.....



Annexure - iv

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m. currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	



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Annexure-VI
Sample Schedule of Rates for Service Contracts

Part A: Services					
Sl. No.	Description	Quantity	UOM	Estimated Rate by GAIL (Rs.)	Amount (Rs.)
1	Services for providing	<to be specified by indenter>	MON	<to be specified by indenter>	<to be specified by indenter>
2	Service Charges* @ _____ % (in words _____ %) (negative is not allowed)				<to be quoted by Bidder>
3	GST @ _____ % (in words _____ %)				<to be quoted by Bidder>

Note:

**The estimated rate as above for Part-A includes sufficient margin towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin.*

The reimbursement due to any upward revision of wages shall be limited only to the statutory wage components i.e. wages, PF, ESI / EC, Bonus and Leave wages and the impact of revision on wages shall not be allowed on i) overheads considered in the estimate ii) percentage of “Service Charge” quoted by bidder in the SOR.

The Bidder undertakes that he has completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document including Scope of work and Special Conditions of Contract (SCC) including:

- a) Standard Conditions of SCC Part-I,*
- b) Standard Conditions of SCC Part-II, Part-III, Part-IV*
- c) Standard Conditions of SCC Part V.*

The bidder undertakes that he has quoted the service charge / rates considering all above points.

Signature of Bidder.....
Name of Bidder.....



SECTION-VI

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS / SCOPE OF WORK

NAME OF WORK : AMC OF ELECTRICAL WORKS at Gail Township Bharuch

LOCATION: The proposed work is to be carried out at GAIL (India) Ltd., Gail Township Bharuch, Village: Umraj (Pin: 392001), Taluka: Bharuch, District: Bharuch, Gujarat.

The entire work has to be executed in Gail Township Bharuch, Village: Umraj (Pin: 392001), Taluka: Bharuch, District: Bharuch, Gujarat. All necessary security measures/ safety permits will have to be invariably obtained by the Contractor for working in the premises. It is understood that before quoting the ‘rates/price’, the bidder has visited the work-site and has acquainted himself fully with the nature and quantum of job/work to be carried out by him, aware of labour law /statutory requirements in case of award of Contract. Ignorance of this will not be considered after award of Contract. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily though specifically not covered under “Specifications & Scope of Work”.

Scope of Work Part- A

1.0 Maintenance Jobs:

Services/assurances are mainly required for the maintenance jobs of electrical system throughout the contract period on round the clock basis as well as on normal working in general shift.

- Shift (round the clock basis): A, B, C shift in a day. Crew in shift: Two Skilled and One Unskilled resource
- General Shift (9:15 AM to 5:45 PM)

Sr. No.	Description	Resources
2	Skilled	4
4	Unskilled	4

These Crew shall perform day to day maintenance activities as per “Scope of Work Part A” But Jobs to be performed are not limited to scope of work. Any Job arising for Maintenance (breakdown or preventive etc.)/ shutdown/ emergency shall be executed by the crew as per the instruction of EIC or its representative.

It also includes providing assistance towards maintenance jobs listed below

S.No	Activities
1.0	Providing assistance during maintenance of electrical equipments of Gail Township , Bharuch (Gujarat)
1.1	Motor Maintenance Along with Their Feeders



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1.2	Monitoring & Measurement Earth Pit Resistance
1.3 a, b,c	Panels Maintenance
1.4	UPS, Battery Chargers And Other Equipment's Maintenance
1.5	Transformer Maintenance
1.6	Routine Indoor Lighting Maintenance & Other Jobs
1.7	Maintenance of Outdoor Lighting & Other Jobs
1.8	Switchyard & Substations Equipment's Cleaning
1.9	Housekeeping of the Switchyard\ Substation
1.10	Bearing Replacement of Motors up to 5 KW rating.
1.11	Cable Jointing
1.12	Electrical Maintenance activities like recording various electrical parameters, DG Set operation and maintenance, Battery bank maintenance, providing temp. power connections, energisation and de-energisation of eqpt as and when required, monitoring of illumination level, daily switching on/off lights and checking of lights and tripping reset and normalisation of power after power failure/ trips etc round the clock
1.13	Replacement of Outdoor Lighting JB
1.14	Replacement of Indoor Lighting fixtures
1.15	Replacement of Outdoor Lighting fixtures
1.16	Repair & Maintenance of ceiling, exhaust, wall mounted and pedestal fans and insect killers
1.17	Minor unscheduled maintenance
1.18	Electrical Maintenance activities like recording various electrical parameters, DG Set operation and maintenance, Battery bank maintenance, providing temp. power connections, energisation and deenergisation of eqpt as and when required, monitoring of illumination level, daily switching on/off lights and checking of lights and tripping reset and normalisation of power after power failure/ trips etc round the clock Other Electrical Maintenance activities: Providing technical support services during the electrical maintenance activities like Thermography of Electrical eqpt, Testing of ELCB in various circuits, cleaning of rubber mats, Inspection and upkeeing of cable trays, upkeeing of cable cellar, electrical point wiring through casing and capping, Maintenance of field JB, Repairing of spare motors and spare SFU feeders, water proofing of all field and motor JBs during monsoon period, removal and refitting of stand by motors to prevent water logging during monsoon, Shifting used materials, upkeeing electrical stores and Upkeeing of office documents, files, drawings, Manuals etc.



* Day is 8 hours normal working time

The detailed specifications and work involved for the above maintenance services are given below.

- 1.1 Motor Maintenance Along With Their Feeders:** Preventive, predictive and Breakdown maintenance of the motors shall be carried out under supervision of GAIL Engineer. The predictive/break down maintenance of motors and associated feeders shall be done as per our schedule and quality manual work instruction/standard operating procedure. The scope of work covers attending the problem in the eqpt, cleaning of cooling fan & fin, lubrication, checking electrical integrity of insulation, tightening of electrical terminals, associated feeder cleaning & tightness etc. The maintenance format shall be filled and the same shall be reviewed by GAIL

Any problem detected in the motors shall be attended on immediate basis under supervision of GAIL. All safety measures shall be ensured while carrying the jobs.

All the spares and consumables required shall be supplied by GAIL.

- 1.2 Monitoring & Measurement Earth Pit Resistance:** The earth pits resistance shall be measured twice in a year. The resistance of each earth pit shall be taken before and after monsoon. The individual earth pit resistance shall be maintained below 4.0 ohm and grid resistance shall be maintained below 1.0 ohm. In case any value is found beyond the prescribed limit, the corrective action such as watering and chemical treatment of the earth pit shall be done.

The spares and consumables required shall be supplied by GAIL.

- 1.3 HT & LT Panels Maintenance:** The maintenance of the HT & LT panel shall be carried out under supervision of GAIL Engineer. The scope of work covers making panels dust proof and vermin proof as per IE rules, IS & OISD requirement as well as recommendation of equipment manufacturer. Normally preventive maintenances of the HT & LT panels are carried out on yearly basis. The panels are categorized as below:

- 1.3a. Substation-1 HT Panels (VCB) and its cable cellar cleaning.**

- 1.3b. LT Panels in substation 1, Panel on feeder pillars in Township etc..**

- 1.3c. Battery Charger, Inverter, Various AC DB installed in the Township along with their PDBs, etc..**

- 1.4 UPSs, Battery Chargers and Other Equipment's Maintenance:-** Providing assistance during preventive / predictive maintenance of UPS's and battery banks carried out by OEM or GAIL from time to time.

- 1.5 Maintenance of Transformers:** Preventive maintenance of the transformers shall be carried out under supervision of GAIL Engineer. Normally preventive maintenances of the transformer are carried out on yearly basis. The maintenance of the transformers shall be done as per our schedule and quality manual work instruction.

All the spares and consumables required shall be supplied by GAIL.

- 1.6 Routine Maintenance Lighting and other indoor jobs:** The contractor shall provide assistance for routine indoor lighting maintenance and fixture cleaning activities. It also includes providing temporary lighting arrangements as required by other dept, maintenance of office equipments and attending room lighting, power points, extension boards, ceiling fans, exhaust fans etc. problems. The complaint lodged shall be attended and rectified the problem in least possible time.

All the spares and consumables required shall be supplied by GAIL.



- 1.7 Routine Outdoor Lighting & FLP Welding Receptacle Maintenance: **The scope of work covers maintenance and cleaning of ingress of the street lights, FLM (Flood Light Mast) etc. to up-keep in them in working condition. It also includes maintenance of the switches, panels, distribution boards, switchgears, wiring/cabling etc.**

All the spares and consumables required shall be supplied by GAIL.

- 1.8 **Switchyard & Substations Equipment's Cleaning:** The scope of work includes external cleaning of the panels installed at sub-stations as per schedule. Normally the external cleaning of the panels shall be carried out on monthly basis. In addition, the contract shall assist GAIL during preventive maintenance or shutdown maintenance for removing dust & debris from the panels through vacuum cleaner etc.

All the consumables required shall be supplied by GAIL.

- 1.9 **Housekeeping Of The substation\ switchyard :** Wild vegetation at the substation\ switchyard shall be removed on weekly basis as per the instruction of GAIL Engineers or his representative. In addition, any unused material laying at the switch yard shall be shifted to the designated place.

- 1.10 **Bearing Replacement Of Motors:** The contractor shall arrange to shift the motor having bearing problem for overhauling to substation. The overhauling of the motors shall be carried out under supervision of GAIL and as per instruction of EIC. The overhauled the motors shall be re-shifted to unit area. The special tools such as bearing puller set, induction bearing heater, bearings etc shall be provided by GAIL.

- 1.11 **Cable Jointing:** The contractor shall attend any fault occurred on the cable upto 120 sqmm conductor size. The work includes removal of faulty section, preparation of straight through joints, lugging and glanding of the cable end. Testing of cable before after jointing with a 500V megger for cables of 1.1KV grade. The cable cores shall be tested for continuity, absence of cross phasing, insulation resistance from conductors to earth / armour and between conductors.

The special tools, spares and consumables required shall be supplied by GAIL.

- 1.12 **Operation & Maintenance activities of Electrical Equipment:** The contractor shall assist in every small nature of erection, dismantling etc of the electrical equipments and other unspecified jobs round the clock as per the site requirement and instruction of EIC/his representatives. In addition, the contractor shall also provide assistance in resetting of tripped lighting circuit, switch on the light, filling of the official documents, other unspecified jobs etc on requirement basis, in addition to the following jobs:

- a. **Battery Bank Maintenances:** Preventive maintenance of the battery banks shall be carried out under supervision of GAIL Engineer. Normally preventive maintenance of the battery banks are carried out on monthly basis for all battery banks. The scope of work covers cleaning of battery terminals, tightening of terminal bolts, applying petroleum jelly on battery terminals, topping of electrolyte / demineralized water, recording battery parameters and any other associated maintenance jobs on the battery banks. The maintenance of the battery banks shall be carried out as per our schedule and quality manual work instruction.

All the spares and consumables required shall be supplied by GAIL.

- b. **Recording of Electrical Parameters:** The contractor shall provide assistance in monitoring of various electrical parameters of SWGR panels , Transformers, Battery Chargers etc. on round the clock basis in the each shift. The parameters of the equipment shall be recorded on the prescribe format once in each shift. Any abnormality observed shall to be brought to the notice of SIC/EIC.



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- c. **D.G Set Operation and Maintenance:** At present, there is a 250 kVA DG set at Gail Township, Bharuch. This DG Set come in operation during power cut / power failure from the grid for maintaining power to the households and after restoration of power switching off the D.G. Sets. In addition, the contractor shall assist to GAIL during maintenance of the D.G Sets. Normally the D.G Sets test run are performed once in a week.

The materials required during operation and maintenance of the DG Sets is in scope of GAIL.

This also includes the following but not limited to:

- i. Test run of DG Sets as per schedule.
- ii. Checking of Charging of Electrical panels through DG power for smooth supply of DG power to meet the requirement of essential loads, as per the direction of SIC/EIC.
- iii. Filling diesel in Diesel tank
- iv. Housekeeping of DG room and its surrounding area
- v. DG Sets battery maintenance

- d. **Temporary Power Connections:** The scope of work is to provide temporary connection for the various electrical equipment's like welding machine, drilling machine, portable driven pumps, horticulture equipment, earthing etc. The shifting of materials required for temporary connection to the site and returning back to store shall be in contractor scope.

All the materials required shall be supplied by GAIL.

- e. **Energization & De-energization of Electrical Equipment's:** -The contract shall provide assistance for de-energization and energization of the electrical equipment (HT<) from their feeders as per the electrical lockout permit and instruction of GAIL Engineers/ representatives. Note:
Energization and De- energization shall be carried out by skilled person only with proper PPE.

- f. **Monitoring Township Illumination Level**

- g. **Material Shifting with in Township Premises:** The contract shall provide assistance for shifting materials from one location to another within the Township premises and material issue from Stores as per instruction of GAIL Engineers/representatives. On request, GAIL shall provide hand trolley depends on the nature of work and on requirement basis.

- h. **Attending the problems of the various motors :** The contract shall provide assistance in attending the day to day problems reported in the Township like abnormal sound, tripping or any other problem related electrical motors installed in the Township premises as per the instruction of GAIL Engineers / Representatives. GAIL shall provide any consumables / spares if required for the said job.

- i. **Trial run of DG Set for Vibration/Pollution Check:** The contract shall provide assistance for the test run of DG set for monitoring of vibration, vibration check and for any other purpose as per the instructions of GAIL Engineers/ Representatives.

- j. The contract shall provide assistance for daily switching ON and OFF the various Street light and area lighting circuits of the Township as per switching ON/OFF Schedule and also as per the instructions of GAIL Engineers/ Representatives. Contractor shall also provide assistance for resetting the tripping of any lighting/ power circuits of Township premises.

- k. **The contract shall provide assistance for daily checking the status various AC/ DC light fixtures installed in the Township premises as per lighting checking schedule and also as per the instructions of GAIL Engineers/ Representatives. In addition, the contract shall submit the status of outdoor illumination on daily basis in the prescribed format provided by GAIL.**



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- l.** The contract shall provide assistance in normalizing/ restoration activity of electrical power to all the Township equipment during Electrical power failures and tripping of the Township due to any reason.
- m.** Indoor and outdoor lighting maintenance as and when required.
- Any problem detected in the Township motors shall be attended on immediate basis under supervision of GAIL. All safety measures shall be ensured while carrying the jobs.
- All the spares and consumables required shall be supplied by GAIL.
- 1.15. Replacement of Outdoor Lighting JB:** The scope of work covers de glanding and removal cable connections, removal of Junction boxes, fixing of new Junction box, re glanding and termination of all cables installed in the street lights, FLM (Flood Light Mast) etc to up-keep in them in working condition.
- All the spares and consumables required shall be supplied by GAIL.
- 1.16. Replacement of Indoor Lighting fixtures:** The scope of work covers disconnection of cable, removal of the old fixture, fixing of new lighting fixture with necessary mounting arrangements and termination of the cables to up-keep them in working condition.
- All the spares and consumables required shall be supplied by GAIL.
- 1.17. Replacement of Outdoor Lighting fixtures:** The scope of work covers de glanding and removal cable connections, removal of lighting fixture, fixing of new energy efficient Junction box, re glanding and termination of all cables installed in the street lights, FLM (Flood Light Mast), etc. to up-keep them in working condition.
- All the spares and consumables required shall be supplied by GAIL.
- 1.18. Repair & Maintenance of ceiling, exhaust, wall mounted and pedestal fans and insect killers:** The contractor shall provide assistance for routine maintenance activities. It also includes providing temporary arrangements as required by other dept. and attending various repair/ maintenance activities of ceiling fans, exhaust fans, wall mounted fans, pedestal fans and insect killers etc.
- All the spares and consumables required shall be supplied by GAIL.
- 1.19 Minor Unscheduled maintenance:** The contractor shall assist in every small nature of erection, dismantling etc of the electrical equipment and other unspecified jobs from time to time as per the site requirement and instruction of EIC/his representatives. In addition, the contractor shall also provide assistance in resetting of tripped lighting circuit, switch on the light, filing of the official documents, other unspecified jobs etc on requirement basis.
- 1.20 Other Electrical Maintenance activities:**
- The contractor shall assist and provide technical support services during the electrical maintenance activities to comply with various statutory provisions, OEM recommendations, rules and regulations like CEA 2010, PNGRB, OISD 105, 137, 145, 149 & 150, Relevant IS Standards, OEM manuals and GAIL GPU O&M Policy. The following activities shall be executed:
- a. Testing of ELCB
 - b. Thermography of Electrical eqpt in switchyard/ Substation
 - c. Cleaning of rubber mats
 - d. Inspection cable tray and up keeping of cable tray
 - e. Up keeping cable cellar
 - f. Casing capping for electrical points as and when required



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-
- g. Repairing of spare motor and SFU feeders in Substation\ Feeder pillar panel etc.
 - h. Maintenance of Field JBs
 - i. Water proofing of all Field and motor JBs during monsoon period
 - j. Removal and refitting of stand by motors
 - k. Shifting of old used materials , scrap , batteries, light fittings, panels , JBs, motors, lighting transformers, HT , LT cables from various locations to designated place as instructed by EIC
 - l. Up keeping office documents, files, drawing and manuals etc.



Scope of Work Part- B

1. Rewinding of Motors (SOR Item-B1.0 - B1.6):

The scope of work includes rewinding electrical motors as mentioned in SOR Item no. B1.1, B1.2, B1.3, B1.4, B1.5), Contractor or his deployed supervisor will be intimated through phone regarding the requirement as and when a winding burn out occur. The party has to collect the motor from site, dismantle the motor, test each part of the motor, remove the damaged stator winding from the slots, clean up the slots, reinsulated and rewind the stator, varnish, bake ,reassemble ,test the motor and deliver the motor at our premises.

- A. Job can be taken through the third party however it shall require the approval from the EIC. For approval of the party, Contactor shall submit the list of facilities available at the winders workshop along with his experience of rewinding of Motors.
- B. Transportation of the motor will be in the scope of the contractor. To and Fro transportation cost of motor should also be included in the cost of rewinding while quoting.
- C. If any part of equipment is damaged by contractor, the cost of the same shall be recovered from the contractor as per the prevailing market rates.
- D. Scope of work includes all expenditure towards labor & Supply of all materials like copper wires, insulating papers, varnish, sleeves, hardware suitable to cable lugs for above work. Burnt wire and insulating material will be the property of the contractor.
- E. The rewinding work carried out by the contractor shall be guaranteed for six months against bad workmanship or defective material. If any motor rewound by the contractor fails within guarantee period due to bad workmanship or defective material, the same shall be repaired by the contractor free of cost OR at the end of contract period; cost of the same shall be recovered from the Security deposit.

F. Technical Specifications For Rewinding Of Motors:

a. Copper winding wires

For B&F class motor, only polyester case copper wires shall be used. For A&E class motor, super enameled copper wires to be used.

b. Varnish

Air drying varnish of Dr. Beck shall be used for motors below 30 KW rating by contractor. For motor rating above 30 KW, baking type varnish shall be done by contractor.

c. Insulation materials

Best quality material suitable for A, E, B & F class insulations as per requirement of work shall be used by contractor.

d. Lead wires:

Copper flexible wires insulated for B/E/F class shall be used. The size of the lead wire shall be adequate to the current of motor to be rewound.

Winding wires of burnt motor shall not be removed by burning with direct flame as due to this its design feature may alter. The coils shall be removed either by burning it with the use of DC current or by carefully removing it by mechanical means. All care shall be taken to prevent any damage to the slots. The slots shall be properly cleaned.

The form and the manner and other technical details such as size, number of turns, pitch etc. shall be exactly identical to that of original motor under rewinding. The motor shall be rewound by use of winding wires and insulating materials of correct specifications. The leads of the wires shall be brought on to the terminal box correctly having the proper feruling at the termination box for identification of phases.

- G. After rewound of the motor, its insulation value and resistances of the winding should be measured and recorded by the party. Its no load/test run should also be taken and no load current drawn should be recorded. No load current in all the three phases shall be within + /- 5% limit and all the measured



values should match OR should be close to the values mentioned in motor data sheet. No load test run report along with its Megger values & resistance shall be submitted with return of the motor.

2. Rewinding of Exhaust Fan/Ceiling Fan/Wall mounted/Pedestal fan/Air cooler Motors (SOR No. B 1.6):

The job includes shifting of burnt motors from site to repairing shop & tacking back it to GAIL after rewinding. Rewinding job shall be carried out from a reputed Motor Re-winder only. Motor shall be rewinded with Copper Conductor of minimum **Class ‘B’ Insulation**. Contractor shall provide minimum one year guarantee against failure of winding due to poor quality of materials, poor workmanship. All the tools, tackles, Transporters & manpower for shifting of Motor from GAIL site to Re-Winders workshop & tacking back to GAIL is in the scope of contractor. If the motor gets fail within guarantee period of one year, the contractor has to arrange for Rewinding on free of cost basis. All PPE's to Contract Manpower is in the scope of contractor.

3. 250KVA DG SET Operation in running hrs including diesel supply (SOR No. B 2.1) :- This

includes maintaining diesel level at least 80% all the time & DG is to be started when power interruption occurred & to be stopped when grid power resume. Vendor has to quote as per running hours basis considering diesel is in vendor scope. Contractor has to quote considering that the Contractor shall not seek any revision in the quoted rates/prices on account of any such variation(s) in quantities\ price of diesel.

- 3.1 If Diesel prices are more or less than 15% of Diesel prices on bid due date , In this condition excess amount will be given or recover respectively considering 36litre consumption per hour running of DG set irrespective of DG loading .

(+/-)Amount = [Diesel Basic rate on bid opening – Revised rate]*36 Lites diesel in a hour *Monthly running hour of DG set]

Revised diesel price will be considered on the date mentioned on Diesel invoice by which diesel entered in Gail township after certification by Gail township security personal.

- a. If vendor is not maintaining Diesel level in DG set more than 80% after intimation by EIC , in this condition Rs 1000/- per day will be recovered for every delayed day & even if DG running is essential & diesel not filled in this condition diesel will be filled by Gail & same will be deducted from running bills .
- b. In the event of planned power shutdown by DGVCL/GETCO diesel will be filled 100% in advance and also 75 liters as reserve stock at Gail township. Failing to do will impose PRS as per GCC.

4. Statutory Obligations & jobs with DGVCL (SOR B 3.1) :-

- a. liaisoning with statutory authorities whenever required for statutory inspection of electrical installation of Gail Bharuch township is in vendors scope .
- b. liaisoning with statutory authorities in respect of any modification drawing of Gail Bharuch Township in electrical installation is in vendors scope .

5. Lifting / lowering of bore well pump motor set (SOR B 4.1): Lifting / lowering of bore well pump motor set (up to 10 KW) at a depth of 30mts and 60mts. (Approx.). The work shall include supply of all tools & tackles, for completion of work, in all respects and this includes rewinding of Borewell motor, replacement of its bearing and overhauling of pump set (including pump set bearings). The work shall be carried out on the same day of intimation in vendors scope.

Note: rewinding of Borewell motor, replacement of its bearing and overhauling of pump set (including pump set bearings).



Any resources and material required to complete the work (including motor rewinding and overhauling of Pump) shall be in the scope of Contractor.

- 6. Under Ground Cable Laying (SOR No. B 5.1):** The job includes shifting of cable drum/Roll from stores to site, lifting of cable drum on jack, pulling out the cable from roll/drum without twisting the cable, cutting the required length from the roll, Excavation of Hard/Soft Soil/Rock for cable trench of depth minimum 0.75Mtr & width 0.5Mtr, Laying of cable, supplying & spreading of coarse sand in the trench to minimum depth of 0.15Mtr to 0.2Mtr, supplying & spreading of bricks over the cable in the trench, backfilling, Providing the cable route makers at the distance of every 30 meter & every Corner.

All the Resources required for shifting of cables, Excavation of cable trench, spreading of bricks & sand, backfilling & shifting of left-over cable from site to stores are in the scope of Contractor only. Supply & filling of all the Material like sand, bricks, sealing compound, Supply & Installation of Cable route markers are in the scope of contractor only. Site Engineer must be shown the trench before backfilling for verifying of dimensions. Second class bricks shall be laid over the bricks in neat rows. In case of road crossing, the excavation & backfilling must be carried out in the same day. All the stones on the surface shall be removed and debris shall be disposed to a site specified by EIC. Contractor must ensure that cable entry through wall must be sealed properly and GI bends are sealed properly with suitable sealing compound. Care must be taken to ensure that no soil creep into pipe. All PPE's to Contract Manpower is in the scope of contractor.

NOTE: In case two runs of cables have to be laid in same trench, the second cable will be treated as cable laid on open tray and payment will be made as per the rate mentioned in SOR.

7. Cable Laying (above ground) (SOR No. B 5.2)

The job includes shifting of cable drum/Roll from stores to site where cable laying is to be done, lifting of cable drum on jack, pulling out the cable from roll/drum without twisting the cable, cutting the required length from the roll, removal of chequre plates over cable trench in substation, laying of cable over the cable tray/open trench, fixing of cable to the tray with cable ties.

All the Resources required for the above-mentioned job is in the scope of contractor. Supply of cables, Cable ties are in the scope of GAIL. After completion of job, empty cable drum or left over cable is to be shifted to the stores, Chequre plates are to be arranged properly in the substation. All PPE's to Contract Manpower is in the scope of contractor.

8. Erection of Street Light pole\ Short Pole (SOR No.B-6.1)

This job includes shifting of pole & material from store to site, excavation & making foundation with 3 GI Pipe bends, erecting the pole vertically, pulling cables, earthing wire from bottom through pipe bends up to pole JB and through pole up to the top, fixing Junction box & Light fittings, terminating cable in fittings & junction box and removal of debris from the site. Pole muffing is to be carried out after completion of the job. Gravel, Cement, Sand, Manpower is in the scope of contractor only. PCC work to be carried out in ratio of 1:3:6(Cement: Sand: Gravel). Pole, Junction box, Fittings, Glands, Lugs, cable shall be supplied by GAIL. Pole foundation should be made as per the drawing given by EIC. Installation shall be carried as per attached drawing Annexure-2. All PPE's to Contract Manpower is in the scope of contractor.

9. Removal of Street Light pole(5 to 10 Meter) (SOR No. B 6.2)

This job includes breaking of foundation in such a way that pole should be in a good condition, so that the same can be reused in the other area. After Completion of job, the removed pole, Light fittings, Junction box, are to be shifted to stores as per direction of EIC. The area to be properly leveled & compacted after the completion of pole removal job. All the manpower, tools & tackles for completion of the job are in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.



10. Removal of Short pole (upto 5 Meter length) (SOR No. B 6.3)

This job includes breaking of foundation in such a way that pole should be in a good condition, so that the same can be reused in the other area. After Completion of job, the removed pole, Light fittings, Junction box, are to be shifted to stores as per direction of EIC. The area to be properly leveled & compacted after the completion of pole removal job. All the manpower, tools & tackles for completion of the job are in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.

11. Supply & laying of sand (SOR No. B 7.1)

Supplying and filling sand, including watering, ramming, consolidating and dressing complete as per directions of EIC. This job includes supply & spreading of sand in the trench. All the material like sand, bricks & manpower are in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.

12. Excavation of soil (SOR No. B 7.2)

Earth work in excavation by manual/mechanical means including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge. The job includes excavation of soil, Soft rock, Hard rock of width & depth as specified by EIC. The work area is to be shown to EIC before backfilling for verifying dimensions. Special care is to be taken while carrying out excavation in Cable route areas. After backfilling, the contractor has to arrange the proper leveling of the site. During the excavation, proper barricading and all the safety precautions are to be taken by the contractor itself. All PPE's to Contract Manpower is in the scope of contractor.

13. PCC Work (SOR No. B 7.3):

Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering for electrical equipments installations. 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources). This job includes laying of PCC in the ratio of 1:3:6 (Cement: Sand: Gravel) after compaction of soil. Supply of all materials like Cement, Sand, Gravel, manpower & any other material/tools required to complete the PCC work are in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.

14. Brick Work (SOR No. B 7.4)

Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 at all levels (foundation, plinth and upto floor V level) Cement mortar 1:6 (1 cement : 6 coarse sand). This job includes carrying out the brick masonry work using bricks (Class B) and 1:6 ratio of cement mortar for repairing of tray support, panel base etc. Plastering after brick work is also in the scope of contractor. Bricks, Sand, Cement & manpower for the execution of the job are in the scope of contractor. All PPE's to Contract Manpower is in the scope of contractor.

15. Laying of Hume Pipe (SOR No. B 7.5):

Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete 150 mm dia. R.C.C. hume pipe. This job includes supply of Hume Pipe of 6" Diameter, excavation of soil, laying of Hume Pipe in the trench and back filling the trench. All the manpower, Tools & Tackles, Hume pipe is in the scope of Contractor only. All PPE's to Contract Manpower is in the scope of contractor.

16. Centering and shuttering (SOR No. B-7.6):

Centering and shuttering including strutting, propping etc. and removal of form work for PCC as required and directed by EIC

17. Surface Painting of Switchgear panels (SOR No. B 8.1):



This job includes cleaning of surface by removing rust, grease with sand paper, applying one coating of primer followed by applying two coatings of required paint shade in a gap of 24Hours interval. Shade of paint shall be approved by EIC before startup of Job. Supply of primer, paint, thinner, manpower, consumables like brush, sand paper etc. to complete the job is in the scope of contractor only. Letter writing of required size as decided by EIC on the panel after completion of the painting job is also in the scope of contractor only. Make of Primer shall be Berger/Asian/Nerolac & make of paint shall be Berger/Asian/Nerolac. All PPE's to Contract Manpower is in the scope of contractor.

18. Street Light Pole & Short Pole Painting works (SOR No. B 8.2):

This includes cleaning the surface of street light poles of height 10Mtrs & Short Pole of Height 3Mtrs by removing all the rust, grease, peeled off paints, oil or any foreign material on the surface with sand paper, applying one coat of primer (Make: Berger/Asian/Nerolac) followed by applying one coat of Smoke Grey Paint (Make: Berger/Asian/Nerolac) & one coat of Aluminum paint (Make: Berger/ Asian / Nerolac). Painting of Pole Muffing is also covered under the same job only. All the manpower, Paints, thinner, Consumables like brush, sand paper etc. are in the scope of the contractor only. Prior approval of the paint has to be taken for the paint before startup of job. Letter Writing on the pole after completion of the painting work is also in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor. 24Hrs Time Gap shall be maintained between the consecutive coatings of Primer, Smoke Grey & Aluminum paint. Contractor should take clearance from SIC/EIC in every stage like cleaning, coating of Red oxide, Smoke Grey, Aluminum paint on the pole.

19. Letter writing (SOR No. B 8.3 & B8.4):

Letter writing job includes writing 2" or 4" size letter on panel surface in black/Red color after cleaning of surface as per instruction of EIC. Manpower & paints are in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.

20. Construction of Earth pits (SOR No. B 9.1):

Earth pit shall be made as per IS 3043:2018 or latest.

This job includes excavation/breaking (L X W X D - 1.26 x 1.26 x 3.75Mtr) of existing earth pit or other location. Providing and fixing of new earth electrode with three Hot Dip GI pipe and funnel, providing and filling of charcoal, salt and minimum 100 Kg chemical compound of Make Zerolite/Vimco/Bentonite/any other chemical compound suitable for earth pits, construction of earth pit chambers, providing earth pit cover, Painting and numbering of earth pit covers, measurement of earth pit resistance and connecting the earth pit to earth grid/existing earth pit. After excavation broken lumps and stones are to be removed from the earth pit and should be shifted to safe area as specified by EIC.

The job includes providing three hot dip galvanized earth electrode of 65 mm diameter NB class B GI pipe, 12 mm diameter holes are to be drilled on the earth electrode at 75 mm (on alternative sides) intervals for a length of 3 meters from bottom portion of the GI electrode for watering purpose. May please ignore the length of Earth Electrode as mentioned in Annexure-1, Total length of the Electrode shall be 3.5 Meter. Bottom portion of the GI earth electrode is to be made sharp for easy penetration into the soil. GI Earthing strip of 500 mm (Length) x 10 mm (Thickness) x 75 mm (Width) bent to the shape of the pipe and welded at 75 mm from top portion of GI earth electrode. Tapped holes of 10 mm diameter shall be provided on the GI earthing plate for connecting earthing strips to the earth electrode.

The job includes filling up of the earth pit with high conductivity soil, Minimum 100 Kg chemical Compound and alternate layers of charcoal or coke dust and common salt after placing the earth electrode in the excavated earth pit. Charcoal, common salt and high conductivity soil is watered and rammed as tight as possible shall be carried out for proper bonding of the electrode with the adjacent soil. Chamber shall be constructed for earth pit by maintaining the gap of (800mmX800mm) inside the earth pit. Brick masonry work shall be executed with bricks (Class-B) & proper ratio of cement mortar. New MS plate with base frame as per the drawing shall be fixed over the earth pit. MS Plate (850MM X 850MM) of minimum thickness of 6 MM & base frame to be painted on both sides with one coat of



primer (Make: Berger /Asian /Nerolac) and two coats of paint (Make: Berger /Asian /Nerolac). The shade of paint is to be get approved from EIC before startup of painting Job. This job also includes Letter writing on MS cover comprising of EP No., Pit Value Ω , Grid Value Ω , done on, due on. All dimensions shall be as per the **IS 3043:2018**. All the necessary tools and tackles, material and labour required for completing the above job is in the scope of the contractor. Other technical details are as per Annexure-1 (1/2 & 2/2) (Drawing enclosed). All PPE's to Contract Manpower is in the scope of contractor.

21. Repairing of Earth pit Chambers (SOR No. B 9.2):

This job includes dismantling of existing chamber and carrying out the brick masonry work by maintaining the gap of (650mmX650mm) inside the earth pit for single GI Electrode Earth pits and gap of (800mmX800mm) inside the earth pit for Three Electrodes Earth Pits. The job shall be executed with bricks (Class-B) & proper ratio of cement mortar. Supply & Fixing of new Checker Plate / MS Cover of minimum thickness 6 MM with base frame is in the scope of contractor only. Painting of MS cover & base frame with Primer (Make: Berger /Asian /Nerolac) & Smoke Grey paint (Make: Berger /Asian /Nerolac) shall be carried out. Letter writing on MS cover consisting of EP No., Pit Value Ω , Grid Value Ω , done on, due on is also in the scope of contractor only. All the manpower, tools & tackles, materials like cement, sand, and bricks, MS Cover with base frame, Paints & primer to complete the job is in the scope of contractor only. All PPE's to Contract Manpower is in the scope of contractor.

22. Supply & Installation/Laying of Hot Dip GI Earth Strip (SOR No. B 9.3 and B 9.4):

This job includes supply & laying of Hot Dip Galvanized GI Earth strip of dimension 50mmX6mm in the location as decided by EIC/SIC. This job includes excavation, laying of GI Earth Strip, proper surface grouting with clamps, connecting to existing earth pit/new earth pit/earth grid/electrical equipment like Transformer, Switchgear panels, Feeder pillars, DB, MDB, Lighting poles, any other electrical equipment etc. in order to achieve completion of earthing continuity. Test Certificate of Hot Dip GI Strip shall be produced by Contractor before execution of the job.

All the manpower, Consumables like SS Nuts, Bolts & washers, welding machine, welding rods for welding of earth strip, butimine paint/anti corrosive paint, Clamps, Rawal Plug, tools & tackles and any other material required for the completion of the Job is in the scope of Contractor only. All PPE's to Contract Manpower is in the scope of contractor.

23. Unskilled Assistance in Shutdown activities (SOR B 10.1)

This job includes deployment of unskilled mandays on requirement basis during shutdown/ requirement job other than routine maintenance like Installation of New Equipment. The job for the unskilled mandays shall be assistance for the maintenance activity of the Electrical equipment's, shifting of material, trimming of tress etc. The intimation of shutdown/ requirement will be given by EIC in advance. All PPE's to Contract Manpower is in the scope of contractor.

24. Skilled Assistance in Shutdown activities (SOR B 10.2)

This job includes deployment of Skilled mandays on requirement basis during shutdown/ requirement job other than routine maintenance like Installation of New Equipment. The job for the Skilled man days shall be assistance for the maintenance activity of the Electrical equipment or for installation of new equipment etc. or electrical wiring. The intimation of shutdown/ requirement will be given by EIC in advance. All PPE's to Contract Manpower is in the scope of contractor.

25. TRANSFORMER OIL FILTRATION (750kva) & BDV testing (SOR B 11):- First step is to raise oil temperature up to 65°C to give latent heat which separates moisture and gases. Heating the oil will make it easier to filter because of the decrease in oil viscosity. Second step is to remove sludge and dirt from the **insulating oil**. There are 2 ways to eliminate dirt in the **transformer oil**.

The **scope of work** shall include but not limited to the following.



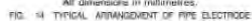
“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

- Arrangement of **Oil filter** machine & storage tank
- Replacement of old **Transformer Oil** with new for 750KVA transformer
- Carryout **Transformer Oil filtration till BDV & moisture will come as per the standers.**
- **Oil** BDV testing before and after **oil filtration.**

The BDV value of a 66 kV transformer oil as per IS 1866:2017 standards is generally 70KV per mm. This value is to be attain by filtration process. Transportation & machine along with its accessories are in vendors scope.

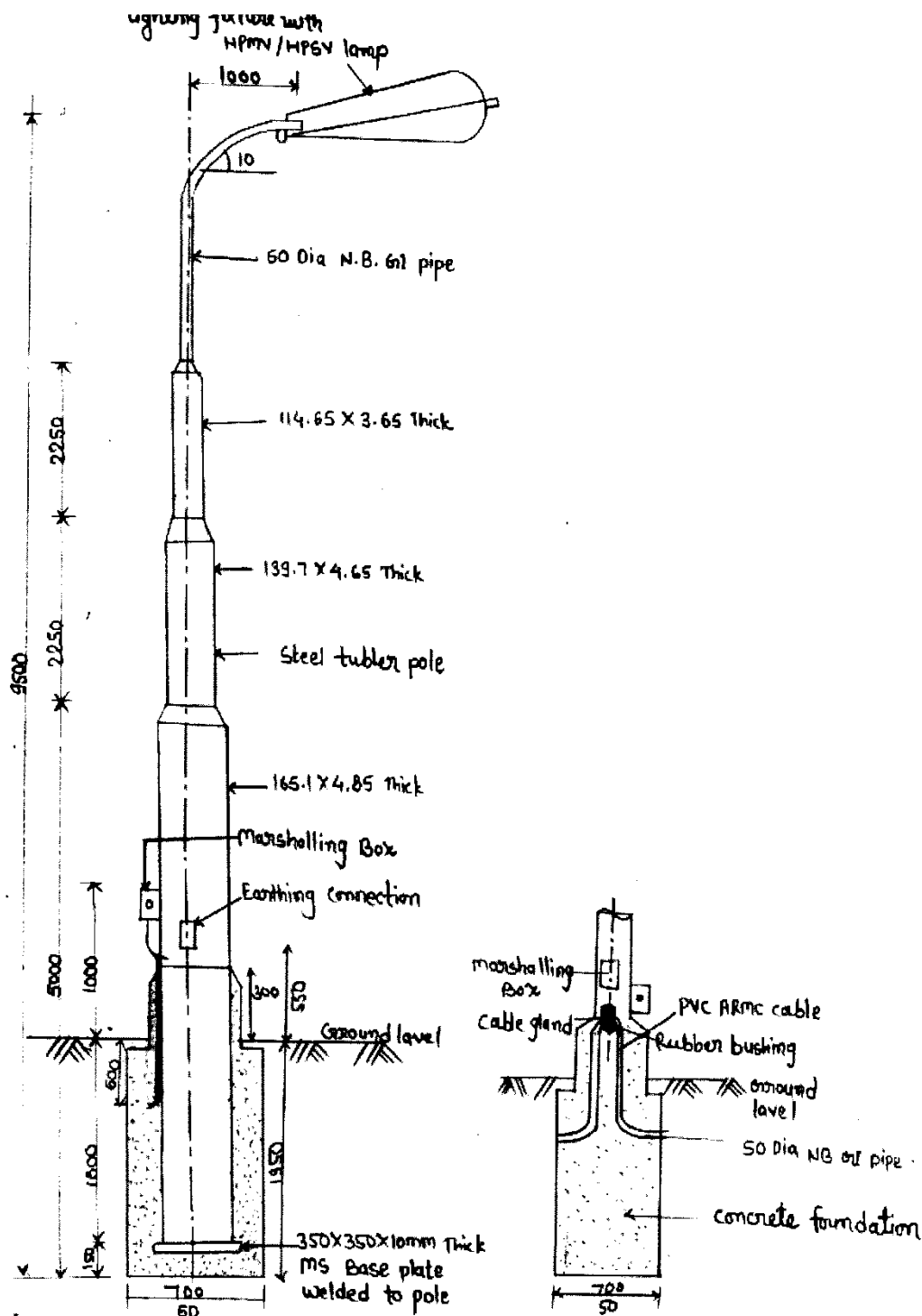
Contractor has to ensure and follow all the relevant labour laws like minimum wage, workman compensation, leave rules, bonus rules, PF Act etc. for all the personals. All PPE's to Contract Manpower is in the scope of contractor. Contractor has to ensure safety tools & kits like safety shoes, Uniform, tools & tackles for all the personal working under the contract, Failure to adhere will impose penalty clause as mentioned in SCC.

Annexure-1



Annexure-2

ERECTION OF STREET LIGHT POLES





“हिन्दी में पत्राचार करके देश का गौरव बढ़ाएं”

ANNEXURE-Q

QUALIFICATION REQUIRED FOR THE RESOURCES DEPLOYED		
SOR ITEM	CATEGORY	EXPERIENCE
20	HIGHLY SKILLED	Diploma in electrical Engineer with minimum 2 year industrial experience in electrical maintenance/ electrical related work) OR ITI in electrical with minimum 8 years' experience in electrical maintenance/electrical related work)
30	SKILLED	Diploma in Electrical Engineer with minimum 1 year industrial experience in electrical maintenance/ electrical related work) OR ITI in electrical with minimum 4 years' experience in electrical maintenance/electrical related work)
40	SEMISKILLED	ITI/wireman in electrical with minimum 2 year experience in electrical maintenance/electrical related work.
50	UNSKILLED	ITI/wireman in electrical. OR 8th pass with minimum 2 year industrial experience in electrical maintenance/ electrical related work.
SCC	SUPERVISOR	Diploma in Electrical Engineer with four years of Industrial Experience in electrical maintenance/electrical related work
The persons deputed by the contractor including supervisor will be interviewed by the GAIL EIC and based on the competency level, EIC will give the further instruction for deployment of the person at site.		



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ANNEXURE- T

Following is the mandatory tools& tackles, instruments and protective equipment to be maintained by the contractor for the day to day electrical job during the contract period work failing which appropriate penalty shall be levied and recovery shall be made from the contractor monthly RA bill as mentioned in the SCC.

(Tools for each electrical technician of Supervisor, Highly Skilled, Skilled and Semiskilled category)
(Acceptable Make Taparia/ Jain son/Snap-On/Kenz tools/Antimu/Dowell's)

S no	Tools	QTY
01	Double end spanner 6mm to 32mm	Set
02	Ball pin hammer 500gm	One
03	Cutting chisel	One
04	Allen key set 1mm to 10mm	Set
05	Slide wrench	One
06	Screw driver 8”, 10”(insulated)	Set
07	Line tester (insulated)	One
08	Plier combination 8” (insulated)	One
09	Plier nose type 6” (insulated)	One
10	Hacksaw blade with frame	One
11	Tool bag	One no.

(Tools for each electrical technician of Unskilled category)

(Acceptable Make Taparia/ Jain son/Snap-On/Kenz tools/Antimu/Dowell's)

S no	Tools	QTY
01	Insulated Plier 8”	One set
02	Screw Driver Set (Insulated)	One set
03	Line tester insulated	One no.
04	Nose plier Insulated 6” (long nose)	One no.
05	Cutting plier	One no.



Common Tools

Common tools Part A:

S No	Tool	Qty
01	High Quality 1 / 2" Sq. Drive Socket Ratchet Set (Acceptable Make: Stanley, Taparia, Jain son/Snap-On /Kenz tools /Antimu /Dowell's)	Two nos.

Common tools Part B: 2 sets of below mentioned tools

01	Double D-type spanner 6mm to 28mm	One sets
02	Ring –type double ended spanner 6mm to 28 mm	One set
03	Tubular set (6mm to 22 mm)	One set
04	Screw driver set insulated (4 mm -8mm) (TAPARIA Product no- 822I, 823I, 825I, 827I, 935I or equivalent) suitable for working 1000V.	One set
05	SLIDE WRENCH	One set
06	PIPE WRENCH	One set
07	Allen key set 1mm to 10mm with T handle	One set
08	Line tester insulated	One no.
09	Plier combination insulated 8"	One no.
10	Nose plier Insulated 6" (long nose)	One no.
11	Cutting chisel	One no.
12	HEXAGONAL Head hammer (app. 2kg) (wooden Handle)	One no.
13	Cutting plier	One no.
14	Tool bag	One no.
15	HEXA FRAME -MINI	One no.
16	Knife, Make-Taparia or equivalent	One no.
17	Champion Combination Screwdriver Set	One set
18	Wire Stripper	One no.
19	T- Allen Key No-5 & 6	One no. each
20	Iron Monkey Plier 10-inch	One no.
21	T-Type Handle Socket Wrench Deep Reach Nut Driver T-Bar (10mm,13mm)	One no.
22	Stainless Steel 200mm / 8 Inches Fine Flat File	One no.



PPE for all Resources.

(Highly Skilled, Skilled, Semiskilled, unskilled).

S No	Safety kits and Liveries (PPE)	Quantity per year
01	Industrial Safety shoe (Make = Bata/Liberty/Allen Cooper, ACME /Karam)	One pair per year (If any brakeage occur during a year, same shall be replaced. GAIL will not pay for the same)
02	Safety Helmet (ISI Marked) (Make : Karam, Leslico, 3M, Udyogi)	One Number per year
03	Safety cotton dress (2 pair of shirts & trouser , socks all 100% cotton)	Two pair per year
04	Cotton gloves	One Set Per Month
05	Safety Glass	One Number per year

Note:

1. The responsibility of safe handling / storage of tools/tackles/instruments lies with contractor. Suitable Lockers to be provided by contractor to each of his employees for storage of above tools & tackles.
2. In case contractor fails to provide any of the above items list in Annex –B, penalty will be imposed to the contractor as per penalty clause of SCC.



SECTION-VII

SCHEDULE OF RATES (SOR) / BOQ

PREAMBLE

- (1) **THIS IS PERCENTAGE TENDER AND BIDDER MUST FILL THEIR QUOTED PERCENTAGE (%) IN ALL BOQ (S) (i.e. BOQ1, BOQ2 AND BOQ3) AND VALIDATE THE BOQ.**
- (2) **BIDDER MUST SUBMIT A COPY OF BLANK OUT BOQ (WITHOUT FILLING QUOTED PERCENTAGE (%) MENTIONED AS “QUOTED”) SHOULD SUBMITTED WITH TECHNICAL/UN-PRICE BID.**



**GENERAL CONDITIONS OF
CONTRACT**

FOR

PROCUREMENT OF SERVICES

GAIL (India) Limited

(Rev. 0)

TABLE OF CONTENTS

Sl. No.	Description
SECTION – I	DEFINITIONS & INTERPRETATIONS
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	GENERAL INSTRUCTIONS & OBLIGATIONS
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Poor Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality

2.34	Intellectual Property Right
SECTION – III	PERFORMANCE OF SERVICE
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
SECTION – IV	PAYMENT, INSURANCE AND TAXES
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION – V	LAWS, HEALTH, SAFETY & ENVIRONMENT
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
SECTION – VI	DISPUTE RESOLUTION AND ARBITRATION
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract
Appendix 1	Procedure for action in case of Corrupt /Fraudulent/ Collusive/ Coercive practices
Appendix 2	Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors / Consultants

SECTION – I DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means GAIL (India) Limited (GAIL), a public limited company, incorporated under the Company's Act 1956 and having its Registered office at 16, Bhikaiji Cama Place, New Delhi - 110066 and includes its successors, assigns and Site(s)/work center(s).



The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

"Service Provider's/ Bidder's Representative" means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT:

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the

provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

SECTION – II

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA:

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA:

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants

not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT:

- 2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

- (i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of GAIL and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise the Owner/GAIL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com).

- (ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS:

- 2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST:

- 2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

2.9 ABNORMAL RATES:

- 2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).
- 2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

- 2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:

2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/

observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS):

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property

/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the

Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION:

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into

any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT:

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with GAIL. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:

- 2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

- 2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

- 2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or

alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE:

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE:

- 2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GAIL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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 Service Provider.

2.23 ASSIGNMENT/SUBLET:

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

2.24 LIENS:

- 2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

- 2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of

Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS:

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES:

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION:

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33 CONFIDENTIALITY:

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT:

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.



Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

SECTION - III

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

- 3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES:

- 3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.
- 3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

- 3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on

expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

3.4 SUSPENSION OF SERVICES:

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.
- 3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD:

- 3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's,

guarantees/warranties for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE:

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 EXECUTION CERTIFICATE:

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE:

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The

Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY:

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

SECTION – IV**4.0 PAYMENT, INSURANCE AND TAXES****4.1 DEDUCTION FROM THE CONTRACT PRICE:**

- 4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS:**4.2.1 SERVICE PROVIDER'S REMUNERATION:**

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed

by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 **COMPUTERISED BILLING SYSTEM:** GAIL (India) Limited has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in GAIL by a Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through GAIL's website.

4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE:

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where

submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
 - c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - e. Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
 - ii) insurance company or companies carrying the aforesaid coverage;
 - iii) effective and expiry dates of policies;
 - iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
 - v) the territorial limits of all policies.
- 4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

- 4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: “The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.
- 4.5.10 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES:

- 4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

- 4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX:

- 4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.
- 4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS:

- 4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.
- 4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input

Tax Credit (ITC) not available). In case of applicability of ITC cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

- 4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.
- 4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.



- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

SECTION – V

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES:

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.



- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES:

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS:

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE:

- 5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT:

- 5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

SECTION – VI

6.0 DISPUTE RESOLUTION AND ARBITRATION:

6.1 DISPUTE RESOLUTION:

- 6.1.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.
- 6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian 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 go for Arbitration in terms of clause no. 6.2. 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.

- 6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.
- 6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

6.2 ARBITRATION:

- 6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in "Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coercive Practices", the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the

Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

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) 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 DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

6.3 JURISDICTION:

- 6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

6.4 CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

Appendix -1

**PROCEDURE FOR ACTION IN CASE OF 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 a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Bidder/Service Provider” is herein after referred as “Agency”

A.6 ”Appellate Authority” shall mean Employer’s committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of contract:

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

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by 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) /CPS submitted by Agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the Service Provider 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 Contract cum Performance Bank Guarantee (CPBG)/CPS submitted by Agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated 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 Bidder/Service Provider leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and shall be communicated to the Agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing shall 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 shall also be communicated to the Agency.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.

D.3.2 If an Agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.

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

D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant Agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied Agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Appendix 2**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS****1.0 GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants (*referred elsewhere as "Service Provider"*) and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY**i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

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

5.1 FOR PROJECTS

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

- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/ Consultant are also to be considered for Suspension.

(B) 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 Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated:

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

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

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

(B) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/ Contractors/ Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 7.3. Effect on other ongoing tendering:

- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 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 receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. ERRANT BIDDER

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

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

12. In case Govt. department brings to the notice of GAIL that a Party has not paid to the credit of the Government the GSTservice collected from GAIL, then party will be put on holiday for a period of six months after following the due procedure.

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

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



Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1	DELIVERY/ COMPLETION PERFORMANCE	40 Marks																																																
	<table><tr><th>Delivery Period/ Completion Schedule</th><th>Delay in Weeks</th><th>Marks</th></tr><tr><td>a) Upto 3 months</td><td>Before CDD</td><td>40</td></tr><tr><td></td><td>Delay upto 4 weeks</td><td>35</td></tr><tr><td></td><td>” 8 weeks</td><td>30</td></tr><tr><td></td><td>” 10 weeks</td><td>25</td></tr><tr><td></td><td>” 12 weeks</td><td>20</td></tr><tr><td></td><td>” 16 weeks</td><td>15</td></tr><tr><td></td><td>More than 16 weeks</td><td>0</td></tr><tr><td>b) Above 3 months</td><td>Before CDD</td><td>40</td></tr><tr><td></td><td>Delay upto 4 weeks</td><td>35</td></tr><tr><td></td><td>” 8 weeks</td><td>30</td></tr><tr><td></td><td>” 10 weeks</td><td>25</td></tr><tr><td></td><td>” 16 weeks</td><td>20</td></tr><tr><td></td><td>” 20 weeks</td><td>15</td></tr><tr><td></td><td>” 24 weeks</td><td>10</td></tr><tr><td></td><td>More than 24 weeks</td><td>0</td></tr></table>	Delivery Period/ Completion Schedule	Delay in Weeks	Marks	a) Upto 3 months	Before CDD	40		Delay upto 4 weeks	35		” 8 weeks	30		” 10 weeks	25		” 12 weeks	20		” 16 weeks	15		More than 16 weeks	0	b) Above 3 months	Before CDD	40		Delay upto 4 weeks	35		” 8 weeks	30		” 10 weeks	25		” 16 weeks	20		” 20 weeks	15		” 24 weeks	10		More than 24 weeks	0	
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1.3 RELIABILITY PERFORMANCE**20 Marks**

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

PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. GAIL /

dated -----

Contract Agreement for the Services of ----- of GAIL (India) Ltd. made on ----- between (Name and Address)-----, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GAIL (India) Limited hereinafter called the "Employer" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

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3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of Employer.
GAIL (India) Limited

Signed and Delivered for and
on behalf of the Service Provider
Name of the Service Provider

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

Signature Not Verified

Digitally signed by Shio Shankar Fulchand
Raikwar
Date: 2022.09.09 12:47:57 IST
Location: eProcurement System for
Central PSUs