



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम – महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking— A Maharatna Company)

“स्वान”, दूसरी मंज़िल,
#323, कोडिगेहल्ली मेन रोड,
सहकार नगर,
बेंगलुरु – 560092
“Swan”, 2nd Floor,
#323, Kodigehalli Main Road,
Sahakarnagar,
Bengaluru – 560092
फ़ोन/Phone : 080-46244111
फैक्स/Fax : 011-26185941

LETTER OF ACCEPTANCE

To
MAHARASHTRA EX-SERVICEMEN
CORPORATION LTD. .,
RAIGAD BUILDING 2 ND FLOOR
OPP NATIONAL WAR MEMORIAL
RAIGAD BUILDING 2 ND FLOOR
GHORPADI
PUNE-411001
Maharashtra ,India

LOA No. : GAIL/C2022-33/5300038065/BBA
Dated : 30.12.2022

RFQ No. & Date : 3300095639 Dt. 28.12.2022
Your offer/Qtn.No.: NIL
Qtn. Dt. : 28.12.2022
E Tender No.: NIL
Vendor Type : OTHERS (Non-MSE)
Vendor GSTN No : 27AADCM4072C1ZR

Kind Attn :

Name of Work : Contract for security caretaking and loss prevention services along pipeline network/ installations of GAIL DBPL & SKPL under KKB MPL Phase-II for Maharashtra, Goa, Karnataka and Tamilnadu region.

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 : Contract for security caretaking and loss prevention services along

Price Basis:

ITEM	1	Maharashtra Region(DBPL)	INR	35,989,401.22
ITEM	2	Goa Region (DBPL)	INR	14,884,722.11
ITEM	3	Karnaka Region (DBPL)	INR	141,876,511.67
ITEM	4	SKPL Under KKB MPL Ph-II In Kar Region	INR	4,840,099.98
ITEM	5	SKPL Under KKB MPL Ph-II In TN Region	INR	8,255,779.21

The estimated contract value of the subject job under this contract shall be Rs. 23,74,99,995.40 including GST@18%.

The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

Abnormally High Rated Items :
Nil.

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

REGD. OFFICE:
GAIL BHAWAN, 16, BHAIKAIJI CAMA PLACE
NEW DELHI-110 066. INDIA

सीआईएन/CIN
L40200DL1984GOI018976
www.gailonline.com

Duration of Contract/Completion Schedule :

The contract period shall be 02 years from 01.01.2023 to 31.12.2024 and can be extendable further or above or part thereof on the same rates and conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the GAIL (India) Limited.

Performance Bank Guarantee:

The successful contractor will be required to deposit security deposit / Contract Performance Guarantee within 30 days from the date of LOA, as per DPE/MOD /DGR guidelines @ 10% of one-month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed as per tender. Such deduction will be affected in the first bill itself, which will be released after 3 months from the completion of work in all respect. The CPG will be encashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover, if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shows inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

Contract Agreement:

Contractor is required to execute a contract agreement with GAIL (India) Limited, Bengaluru on non-judicial stamp paper of appropriate value from Karnataka state within fifteen (15) days from the date of issuance of GeM Contract in exact format available in the tender document. All charges including cost of stamp paper associated with this agreement shall be borne by contractor.

Payment Terms:

As per clause no. 34 of SCC.

The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same.

Paying Authority:

GM/HOD (F&A)
GAIL (India) Limited,
Bengaluru-560092

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.

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.

NG Trans(DBPL)-Bengaluru	(3170)	29AAACG1209J1ZS
NGTransmission-DBPL-Maharashtra	(3165)	27AAACG1209J1ZW
NG Trans(DBPL)-Goa	(3176)	30AAACG1209J1Z9
NG Transmis-KMPL-Karnataka	(3181)	29AAACG1209J1ZS
NG Transmission -Tamil Nadu	(3182)	33AAACG1209J1Z3

Vendor Code: 101031159
MAHARASHTRA
EX-SERVICEMEN

LOA No. : GAIL/C2022-33/5300038065/BBA
LOA Date : 30.12.2022

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. - 11099452848
Bank Name - state bank of india
IFSC Code - SBIN0000454

Price Reduction Schedule:

Applicable as per clause no. 2.22 of GCC.

Defect Liability Period:

Defects liability period shall be 03 months from the date of completion of contract.

Contract Document:

FOI Reference/Regularization:

Engineer-In-Charge:

Mr. E Ramesh Babu, CM (Security) shall be the Engineer-In-Charge for this job. You are requested to contact him at E-mail Id: erb07008@gail.co.in for further instructions.

Other Contractual Stipulations:

All other terms & conditions shall be applicable as per Tender No. 2022_GAIL_137795 dt 10.12.2022.

General Conditions of Contract:

As per GCC- Services attached with the tender.

Special Conditions of Contract:

As per SCC & SOW attached with the tender.

Post Order Correspondence:

All post order correspondences shall be made with Engineer-In-Charge (EIC) only.

Vendor Code: 101031159
MAHARASHTRA
EX-SERVICEMEN

LOA No. : GAIL/C2022-33/5300038065/BBA
LOA Date : 30.12.2022

Enclosures :

Tender No. 2022_GAIL_137795 dt 10.12.2022.

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: 101031159
MAHARASHTRA
EX-SERVICEMEN

LOA No. : GAIL/C2022-33/5300038065/BBA
LOA Date : 30.12.2022

SCHEDULE OF RATES

Item : 1 - Maharashtra Region(DBPL)
Plant : 3165 - NGTransmission-DBPL-Maharashtra- Maharashtra (MAH)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Security Supervisor -B Field	24	MAM	55,771.69	1,338,520.56	
20	Security Guard-B Field	144	MAM	42,967.66	6,187,343.04	
30	Security Guard-C Field	576	MAM	35,335.47	20,353,230.72	
40	Security Guard-B Office	72	MAM	36,394.42	2,620,398.24	

Work Order Item 00001 Basic Item Value : INR 30,499,492.56
(RUPEE THIRTY MILLION FOUR HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED NINETY-TWO AND PAISE FIFTY-SIX ONLY):

Item Specific Conditions :
Total Tax = 5,489,908.66
18 % GST (SGST 9 % + CGST 9 %)- Cenvatable-(SX)
Total item value including taxes & duties : INR 35,989,401.22

Item : 2 - Goa Region (DBPL)
Plant : 3176 - NG Trans(DBPL)-Goa- Goa (GDD)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Security Supervisor -B Field	24	MAM	55,771.69	1,338,520.56	
20	Security Guard-B Field	144	MAM	42,967.66	6,187,343.04	
30	Security Guard-C Field	144	MAM	35,335.47	5,088,307.68	

Work Order Item 00002 Basic Item Value : INR 12,614,171.28
(RUPEE TWELVE MILLION SIX HUNDRED FOURTEEN THOUSAND ONE HUNDRED SEVENTY-ONE AND PAISE TWENTY-EIGHT ONLY):

Total Tax = 2,270,550.83
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 14,884,722.11

Item : 3 - Karnaka Region (DBPL)
Plant : 3170 - NG Trans(DBPL)-Bengaluru- Karnataka (KAR)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Security Guard-A Field	792	MAM	48,830.71	38,673,922.32	
20	Security Guard-B Field	216	MAM	42,967.66	9,281,014.56	
30	Security Guard-C Field	1,656	MAM	35,335.47	58,515,538.32	
40	Security Supervisor -A Field	24	MAM	64,119.02	1,538,856.48	
50	Security Supervisor -B Field	24	MAM	55,771.69	1,338,520.56	
60	Security Supervisor -C Field	24	MAM	45,480.24	1,091,525.76	

Vendor Code: 101031159
MAHARASHTRA
EX-SERVICEMEN

LOA No. : GAIL/C2022-33/5300038065/BBA
LOA Date : 30.12.2022

Item : 3 - Karnaka Region (DBPL)
Plant : 3170 - NG Trans(DBPL)-Bengaluru- Karnataka (KAR)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
70	Security Guard -A Office	120	MAM	41,606.83	4,992,819.60	
80	Security Supervisor -A Office	24	MAM	54,511.25	1,308,270.00	
90	Security Guard-B Office	96	MAM	36,394.42	3,493,864.32	

Work Order Item 00003 Basic Item Value : INR 120,234,331.92
(RUPEE ONE HUNDRED TWENTY MILLION TWO HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED THIRTY-ONE AND PAISE NINETY-TWO ONLY):

Total Tax = 21,642,179.75
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 141,876,511.67

Item : 4 - SKPL Under KKB MPL Ph-II In Kar Region
Plant : 3181 - NG Transmis-KMPL-Karnataka- Karnataka (KAR)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Security Guard-A Field (14 months)	84	MAM	48,830.71	4,101,779.64	

Work Order Item 00004 Basic Item Value : INR 4,101,779.64
(RUPEE FOUR MILLION ONE HUNDRED ONE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND PAISE SIXTY-FOUR ONLY):

Total Tax = 738,320.34
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 4,840,099.98

Item : 5 - SKPL Under KKB MPL Ph-II In TN Region
Plant : 3182 - NG Transmission -Tamil Nadu- Tamil Nadu (TN)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Security Guard-Store Yard- (C Field)	72	MAM	35,335.47	2,544,153.84	
20	Security Guard- (C Field) (21 Months)	126	MAM	35,335.47	4,452,269.22	

Work Order Item 00005 Basic Item Value : INR 6,996,423.06
(RUPEE SIX MILLION NINE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE AND PAISE SIX ONLY):

Total Tax = 1,259,356.15
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 8,255,779.21

Vendor Code: 101031159
MAHARASHTRA
EX-SERVICEMEN

LOA No. : GAIL/C2022-33/5300038065/BBA
LOA Date : 30.12.2022

Total estimated contract value excluding all tax and duties : 174,446,198.46
(RUPEES SEVENTEEN CRORE FORTY-FOUR LAC FORTY-SIX THOUSAND ONE HUNDRED NINETY-EIGHT & PAISE FORTY-SIX ONLY)

Total estimated contract value including all tax and duties : 205,846,514.19
(RUPEES TWENTY CRORE FIFTY-EIGHT LAC FORTY-SIX THOUSAND FIVE HUNDRED FOURTEEN & PAISE NINETEEN 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.



GAIL (India) Limited
(A Government of India Undertaking)
A Maharatna Company
“Swan”, 2nd Floor, # 323, Kodigehalli Main Road,
Sahakarnagar, Bengaluru – 560 092

Corporate Office: 16, Bhikaiji Cama Place, R.K.Puram, New Delhi-110066 Phone:26172580,
26182955, Fax:011-26185941, Website : www.gailonline.com , Corporate ID No.
L40200DL1984GOI018976

NIC Tender ID. 2022 GAIL 137795

BID DOCUMENT FOR

**PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICES
ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA-KRISHNAGIRI PIPELINE
(SKPL), UNDER KKB MPL PH-II IN KARNATAKA & TAMILNADU REGION**





SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: 2022_GAIL_137795

Date: 10.12.2022

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICES ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA-KRISHNAGIRI PIPELINE (SKPL), UNDER KKB MPL PH-II IN KARNATAKA & TAMILNADU REGION

Dear Sir/Madam,

- 1.0 **GAIL (India) Limited, Bangalore [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	PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICES ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA-KRISHNAGIRI PIPELINE (SKPL), UNDER KKB MPL PH-II IN KARNATAKA & TAMILNADU REGION
(B)	TENDER NO.	2022_GAIL_137795
(C)	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
(D)	TYPE OF TENDER	E-TENDER
(E)	COMPLETION/CONTRACT PERIOD	01.01.2023 TO 31.12.2024
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Not Applicable
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 10.12.2022 (14:00 Hrs. IST) to 19.12.2022 (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



		<i>[in case of e-Tendering]</i> (iv) PMC, if any:
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 19.12.2022 Time : 14:00 Hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 20.12.2022 Time : 14:00 Hrs (For GePNIC next working day after bid due date]
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Bishar Bin Ali Designation: M(C&P) Phone No. & Extn : 080 46244111,Extn.382 E-mail : bisharbinali@gail.co.in
(L)	DEALING GAIL'S OFFICE ADDRESS	GAIL (INDIA) LTD., "Swan", 2 nd Floor, Kodigehalli Main Road, Sahakarnagar, Bangalore-560092

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)

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

Name : Bishar Bin Ali

Designation : M(C&P)

E-mail ID : bisharbinali@gail.co.in

Contact No. : 8879157840



DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. :

Description :

Due Date& Time :

From:

To:

.....	
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(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY

SECTION-II**BID EVALUATION CRITERIA & EVALUATION METHODOLOGY****A. BID EVALUATION CRITERIA FOR DGR SPONSORED AGENCIES**

1. The agency must be sponsored by DGR for GAIL, Bengaluru.
2. The agency should be registered / empaneled with DGR.
3. The agency should have not been blacklisted/**Putting on holidays/banned** by any State PSU/Central PSU (including GAIL). The agency shall enclose self- certification on Non Judicial stamp paper of Rs100/-. ***"I / We..... (Name of owner of agency) the proprietor/owner of (Name of agency) confirm that (Name of the agency) have never been blacklisted/ Putting on holidays/banned by any State PSU/Central PSU (including GAIL). I / We also undertake to indemnify to GAIL any expenditure incurred / loss suffered by it by our act of misrepresenting or concealing facts. It is understood by us that false documents submitted by us may lead to termination of our contract / participation" }***

B. ELIGIBILITY CRITERIA.

1. The bidder must be sponsored by DGR for GAIL (India) Limited, Bengaluru.

C. SELECTION CRITERIA

1. Tender is floated through e-tendering with service charges @10% (fixed). Any agency quoting service charges above or below this fixed rates, their bid would be rejected. In case tie in service charges, the contract would be awarded to senior most ESM agency as per DGR sponsored letter.
2. The selection process will be as under: -
 - a) Agency / vendor will quote service charges as fixed by DPE/MOD/DGR guideline.
 - b) In case of a tie in service charges the contract would be awarded to the senior most DGR sponsored ESM as per DGR Sponsored letter.
 - c) Agency/ vendor quoting service charges above / below DPE/MOD/DGR prescribed service charges their bid would stand rejected.

SECTION-III

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

INSTRUCTION TO BIDDERS

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5. ANNEXURE-V: PROCEDURE FOR EVALUATION OF PERFORMANCE OF
VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

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.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.
It shall be the sole responsibility of the bidder to inform GAIL their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:
 - (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:
- In case of Proprietorship:** by Proprietor
 - In case of Partnership:** by all Partners or Managing Partner
 - In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- The Power of Attorney should be valid till award of contract / order to successful bidder.
- 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 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.

Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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.
- (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 Class I Bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PP-MII), 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* (***Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not***).
- (m) Undertaking as per *Form-I 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, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. 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 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.

- 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 its 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**' / 'Insurance Surety Bond' / 'Fixed Deposit Receipt' [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 (excluding Co-operative banks and Regional Rural 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. Purchaser will verify the BG from issuing bank.
- 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:
- If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:
 - acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - 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 Tender Document may lead to rejection of Bid. GAIL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GAIL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). GAIL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by

the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

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

- 25.1 GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GAIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of GAIL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

- 26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice..
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened 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 bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact GAIL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence GAIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GAIL's 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 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-

conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GAIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

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) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- (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 discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

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 & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

[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. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 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 Insurance Surety Bond or Fixed Deposit Receipt 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 (excluding Co-operative banks and Regional Rural 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 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 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.
- 38.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-IV which shall supersede the Annexure attached with the GCC.
- 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-splittable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

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

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

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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 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

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure-V to ITB herewith which shall supersede the Annexure attached with the GCC.

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 of 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.

53. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

Further, GAIL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

54. ORDER TRANSMITTAL SYSTEM:

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx.

Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.

55. ASSIGNMENT/SUBLET

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)-Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of GAIL shall be a breach of contract, unless explicitly permitted in the contract.

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

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) i.e., ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER) is available on <https://gailtenders.in/Gailtenders/Home.asp> as detailed below



The screenshot displays the GAIL Tenders website interface. At the top, there are navigation tabs: ACTIVE TENDERS, TENDERS SEARCH, CORRIGENDUM, and TENDER AWARDED. The main header features the GAIL logo and the text "GAIL Tenders" with the tagline "Think Digital, Be Digital". Below this, it says "The GAIL Tenders Information System". A date bar shows "Friday, November 11, 2022" and a "Tender Search" input field. A "WELCOME ! TO GAIL TENDER WEBSITE" message is displayed. The main content area includes "Tender Statistics" (83 tenders, 28 corrigendums), "Click here to Login for uploading Tenders / Corrigendum (Only For GAIL Users)", and "Todays Statistics" (0 tenders, 1 corrigendum). There are links for "DETAILS OF PRE-TENDER CONFERENCE", "Authentication of BEC Documents", and "ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)". The interface is divided into three main sections: "ACTIVE TENDERS" (listing filters like Today, Next Week, Next Fortnight, All Active Tenders), "TENDERS BY CLASSIFICATIONS" (listing categories like Purchase, Service Contract, Empanelment, Sell/Dispose, Auction, Consultancy, Work contract, EOI), and "TENDER SEARCH" (with filters for Location and Category). A "Corrigendum" banner is also present. The footer includes links for "General Conditions of Contracts (GCCs)", "Corporate Website", "Corporate Intranet", "Corporate Email", "Archived PTC", "Reverse Auction Training Videos", and "GAIL (India) Limited".

**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
2.1	The name of the Services to be performed is: PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICES ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA-KRISHNAGIRI PIPELINE (SKPL), UNDER KKB MPL PH-II IN KARNATAKA & TAMILNADU REGION
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: GAIL (India) Limited, Swan", 2 nd Floor, # 323, Kodigehalli Main Road, Sahakarnagar, Bengaluru – 560092, E-Mail: bisharbinali@gail.co.in
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
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____
12&13	Whether GAIL will be able to avail input tax credit in the instant tender : NO Details of Buyer: Services to be rendered at GAIL (India) Limited Station list of DBPL as per Scope of Work attached PAN No. AAACG1209J GST no. 29AAACG1209J1ZS GAIL Bank details Account Holder's Name: GAIL (INDIA) LIMITED Account Number: 625305016694 IFSC Code: ICIC0006253 Other details: MICR Code : 560229012
14	The currency of the Bid shall be INR
15	The bid validity period shall be 90 days 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 Bengaluru 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: 625305016694 IFSC Code: ICIC0006253 Other details: MICR Code : 560229012



	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 : Attn: Mr. Bishar Bin Ali, M(C&P) GAIL (India) Limited, Swan”, 2 nd Floor, # 323, Kodigehalli Main Road, Sahakarnagar, Bengaluru – 560092.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II. In case tie in service charges, the contract would be awarded to senior most ESM agency as per DGR sponsored letter.
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of India which stamp paper is required for Contract Agreement: KARNATAKA
38	Contract Performance Security/ Security Deposit: APPLICABLE The value/ amount of Contract Performance Security/ Security Deposit the value of CPBG/SD shall be @ 10% of one-month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed
39.3	Name and contact details of nodal officer are as under: Shri U S Pandey Tel: 080-46244120 Email: uspandey@gail.co.in
40	Whether tendered item is non-split able or not-divisible: YES (NON-SPLITABLE)
41	Provision of AHR Item: APPLICABLE
44.1	Quarterly Closure of Contract: APPLICABLE
49	Applicability of provisions relating to Startups: NOT APPLICABLE
54	Applicability of provisions relating to Order Transmittal System: APPLICABLE
11 of IFB	Applicability of provisions relating to GeM Seller ID: NOT APPLICABLE
SCC	Documents required for accepting the services: Refer SCC.

ANNEXURE-III TO SECTION-III

NOT APPLICABLE

ANNEXURE-IV

PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**A Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- 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.
- A.10 “Obstructive practice”: materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL's rights of audit or access to information.

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, 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.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(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)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order

1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday 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.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

ANNEXURE-V

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 EXCLUSIONS:

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.

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

5.1 FOR PROJECTS

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One Year**
 - (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 Two 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 Two (2) 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 Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 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 Two (2) 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 two 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 Two Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

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

(a) **First Instance: Holiday (Red Card) for One Year**

- (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 Two 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 Two (2) 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 Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant under Clause no. 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 Two (2) Year.
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 two 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 Twof Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.



- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD 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 two 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.

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

Annexure-1

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



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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

Delivery Period/ 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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, 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 Allotted (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ 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 10 marks

	quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, 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

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-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
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-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/Security Deposit



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
BENGALURU

TENDER NO: 2022_GAIL_137795

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:	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 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:

**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:
 - 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.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:



Name

Designation

Yours faithfully,

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

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

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



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		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			



E-5
AGREED TERMS & CONDITIONS

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, 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.	
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).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
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	
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).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
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).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder 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)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of 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.	
15.	All correspondence must be in ENGLISH language only.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
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.	
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."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
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 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.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	
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.	
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 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.	
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.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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 there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
29.	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.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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 applicale] 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 alongwith 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 Class I Local supplier).		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-III to Section-III</i> 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 <i>Form-3 to Annexure-III to Section-III</i> are submitted (Applicable for all bidders including MSEs bidders)..		

GEM Tender no. 2022 GAIL 137795



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:

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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)

INTEGRITY PACT

**F-13
INTEGRITY PACT**

INTRODUCTION:

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

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

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

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
- ii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)
- iii) Shri Deepak Kashyap, (email id : deepakkashyapnd02@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sri Ajit Mohan, Email ams057@gmail.com, Sri Sanjeev Behari, Email saloni_behari@yahoo.co.in, Sri Deepak Kashyap, Email : deepakkashyapnd02@gmail.com or with CC to them through their Nodal Officer- Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and GAIL authorities concerned for their disposal as per extant guidelines."

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the C&MD, GAIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
10. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....
.....
.....

Witness 2:

(Name & Address)

.....
.....
.....

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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 BDS of Tender Document.

All the terms and conditions of Tender remain unaltered.

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

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

To,
M/s GAIL (INDIA) LIMITED

.....

SUB: PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICES
ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA-KRISHNAGIRI PIPELINE
(SKPL), UNDER KKBMPH PH-II IN KARNATAKA & TAMILNADU REGION
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 cannot 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:

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**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GAIL (India) Ltd. in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from GAIL (India) Ltd.

We further absolve GAIL (India) Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place: [Signature of Authorized Signatory of Contractor]

Date: Name:

Designation:

Seal:

SECTION-IV

GENERAL CONDITIONS OF CONTRACT(GCC)

1. *General Conditions of Contract-Services is available on GAIL's Tender website (<https://gailtenders.in/Gailtenders/gccs.asp>).*
2. *The bidders will be required to submit a confirmation in "Agreed Terms & Conditions" stating that they have read and understood the General Conditions of Contract-Services available on GAIL's Tender website (<https://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-Services.*

SECTION-V

SCOPE OF WORK(SOW)

SECTION-V(A). SCOPE OF WORK FOR PIPELINES.

1. The contract shall comprise of 06 Supervisors (3 for Karnataka Region, 1 for GAIL Office, Bengaluru, 1 for Maharashtra Region and 1 for Goa Region) and 180 Security Guards (126 for Karnataka Region, 33 for Maharashtra Region, 12 for Goa Region, 09 for Tamil Nadu Region) and 1/6th reliever of total manpower. However, manpower may be increased/decreased on required basis.
2. The contractor shall open and maintain an office locally. Office shall remain open through out the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment. The contractor shall depute One Representative/Supervisor at GAIL Office with no additional cost to GAIL. The representative should be available every day and be in touch with EIC.
3. The contractor shall engage trained, diligent, experienced, intelligent and hard working ex-servicemen guards.
4. Training will be carried out as per DGR guidelines; the contractor shall make all provisions for the conduct of training for the caretakers with no additional cost to GAIL (India) Limited at a centralized place. The contractor should make necessary arrangements to the Security Personnel for attending the security sensitization meetings etc being conducted by the Security Department of GAIL (India) Limited, Bengaluru.
5. The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
6. No other payment will be payable other than schedule of payment to the contractor. The payment for rest days, holidays, Sundays, National holidays will be paid by the contractor as per labour rules / DGR guidelines.
7. The quoted rates shall be considered as per DGR guidelines/relevant labour laws.
8. Income Tax shall be deducted at source from contractor's monthly bill/bills as per Income Tax under Section 194-C. Income Tax Deductions Certificate shall be issued to the contractor.
9. The management reserves the right to award the contract to one party or to more than one party.
10. The Contractor should meet the EIC monthly as per guidelines, visit the Installations and submit the visit report to the EIC.
11. Uniforms will be provided by the contractor as specified to the caretakers and the condition of the uniform should be presentable. **Refer Section- V(H).**
12. The contractor will issue and ensure Employment letter, Pay slip, PF code, ESI card etc to the deployed manpower as per statutory guidelines. Leave and relievers will be ensured 100%.
13. A copy of all reports and returns to the DGR and Statutory authorities will be forwarded to the EIC by the contractor.

14. GAIL (India) Limited is an ISO 9001:14001 & OHSAS 18001 certified company, the contractors will ensure that the duties are performed as per systems and documents maintained as directed by the EIC.
15. The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per daily minimum wages of SOR.
16. The scope of work will include timely intimation on growth of unwanted vegetation, and reporting of any other abnormalities affecting the safety and security of the installation.
17. The guards will be trained by **GAIL O&M** and will be required to handle Fire fighting equipment's as available in GAIL (India) Limited. Meter reading and Operation of valves in emergencies.
18. Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
19. For Communication the Security Agency should provide with compatible mobile handsets with connections at SVs/IPs/.RTs and Security Supervisors as per the requirement of GAIL on fixed monthly reimbursement as decided for the purpose. Presently maximum of Rs.500/-p.m per Installations/Security Supervisor has been fixed, accordingly reimbursement amount can be restricted to the overall limit of No of connections provided or the Actual amount incurred whichever is less. Further, apart from the above, the contract security personnel deployed are in possession of personal mobile facility for making communication in emergencies.

.....

AGREEMENT

1. Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 10 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
2. Contractor shall maintain proper records of his employee's attendance and payments made to them and furnish one copy of such records to the company.
3. Round the clock services would be provided by the contractor at all the locations.
4. All liability towards over time or extra payment for any person engaged for more than normal working hours shall be borne by the contractor as per DGR guidelines/relevant labour laws. The Security In charge or his representative on his own accord can change the timings/spread over without assigning any reason.
5. At the appointed date, place and hour, the contractor shall provide services as stated in **Section- V-(D)**.
6. Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand. It contains full details of the Individual with Name of the Workplace.
7. Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
8. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but within obligation to do so) make such payments, as it may consider necessary for smooth working.
9. The contractor shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.
10. The company shall not provide any medical assistance or transportation of persons to work site or back shall have no other liability whatsoever except as expressly provide under the contract.
11. The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking and up-keeping of installations. All the safety rules and regulations will be observed by the persons engaged under this contract.
12. Company shall not provide any facilities such as living accommodation/huts/sanitary cabin etc., at Township/Work site.
13. The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same.
14. If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, penalty will be levied.
15. If the contractor fails to commence the work specified in Section-V (D) i.e. Schedule of Works, he fails to deposit the amount of security deposit specified in Section VI (A) point No 18 of SCC, the said company or its successors without prejudice to any other right or remedy will be at liberty

to cancel the notice of expenses of contract if the contractor fails to deposit the security deposit as aforesaid or to execute an agreement or to start work as stipulated in the contract.

16. GAIL (India) Limited will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out fortnightly check, surprise checks etc. The agencies authorized representative will be required to accompany the Security In-Charge for checking of the Installations whenever called for in company provided vehicle. In case of emergency if the authorized representative is asked to visit any installation apart from the normal routine vehicle will be provided.
17. The Security Supervisor for pipeline will be required to visit the installations twice in a fortnight and as and when directed by the EIC, he will visit the installations and the agency will submit the visit report to the EIC. Only on certification by the EIC a monthly fixed amount of Rs 3000/- towards conveyance allowances will be paid to the Security Supervisors.
18. The contractor will make good liaison with the local police authorities and statutory authorities.
19. The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned GAIL(India) Limited Control Room, OIC office/residence telephone numbers, Security In Charge & Security Control Room numbers, addresses so that they could inform and contact in case of any emergency.

20. Specific Responsibilities:

The contractor shall be responsible generally for the following care-taking duties:

- i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
- ii) Guarding the entry and exit points of the Installation premises, control the movement of the visitors as per guide lines issued by the GAIL (India) Limited.
- iii) To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments (list of such authorized persons will be given by the Company).
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
- vi) To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii) To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest.
- viii) Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
- ix) Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- x) Guards should be polite but affirmative, Visitors will be treated with dignity.
- xi) The Guards will be Periodically Rotated to various GAIL Installations on need basis.

XXXXXX

SECTION-V(B) -SCOPE OF WORK FOR OFFICE.

1. The contractor shall open and maintain an office locally. Office shall remain open through out the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment. The Contractor will depute One Representative/Field Supervisor at GAIL Office with no Additional Cost to GAIL (India) Limited. The representative should be available every day and be in touch with EIC.
2. The contractor shall engage smart, trained, diligent, experienced, intelligent and hard working ex-servicemen guards.
3. Training will be carried out as per DGR guidelines; the contractor shall make all provisions for the conduct of training for the caretakers with no additional cost to GAIL (India) Limited at a centralized place. The contractor should make necessary arrangements to the Security Personnel for attending the security sensitization meetings etc being conducted by the Security Department of GAIL (India) Limited, Bengaluru.
4. The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
5. The Contractor should meet the EIC monthly as per guidelines, visit the Installation and submit the visit report to the EIC.
6. A copy of all reports and returns to the DGR and Statutory authorities will be forwarded to the EIC by the contractor.
7. GAIL (India) Limited is an ISO 9001:2015, ISO 9001:14001 & OHSAS 18001 certified company, the contractors will ensure that the duties are performed as per systems and documents maintained as directed by the EIC.
8. The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per existing daily minimum wages existing.
9. The guards will be trained and will be requires to handle Fire fighting equipment's as available in GAIL (India) Limited.
10. For Communication the Security Agency should provide with compatible mobile handsets with connections at SVs/IPs/.RTs and Security Supervisors as per the requirement of GAIL on fixed monthly reimbursement as decided for the purpose. Presently maximum of Rs.500/-p.m per Installations/Security Supervisor has been fixed., accordingly reimbursement amount can be restrict to the overall limit of No of connections provided or the Actual amount incurred whichever is less. Further, Apart from the above the contract security personnel deployed are in possession of personal mobile facility for making communication in emergencies.

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AGREEMENT

1. Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 10 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
2. Contractor shall maintain proper records of his employee's attendance and payments made to them and furnish one copy of such records to the company.
3. Round the clock services would be provided by the contractor at all the locations.
4. Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand. It contains full details of the Individual with Name of the Workplace.
5. Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
6. The company shall not provide any medical assistance or transportation of persons to work site or back shall have no other liability whatsoever except as expressly provide under the contract.
7. The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking and up-keeping of installations. All the safety rules and regulations will be observed by the persons engaged under this contract.
8. Company shall not provide any facilities such as living accommodation/huts/sanitary cabin etc., at Township/Work site.
9. The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge. In charge during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same.
10. If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, penalty will be levied.
11. If the contractor fails to commence the work specified in Section-V (D) i.e. Schedule of Works, he fails to deposit the amount of security deposit specified in Section VI (A) point No 18 of SCC, the said company or its successors without prejudice to any other right or remedy will be at liberty to cancel the notice of expenses of contract if the contractor fails to deposit the security deposit as aforesaid or to execute an agreement or to start work as stipulated in the contract.
12. GAIL (India) Limited will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out fortnightly check, surprise checks etc. The agencies authorized will be required to accompany the Security In charge for checking of the Installations whenever called for in company provided vehicle. In case of emergency if the authorized representative is asked to visit any installation apart from the normal routine vehicle will be provided.
13. The contractor will make good liaison with the local police authorities and statutory authorities.

14. The contractor shall ensure strict access control at all GAIL (India) Limited offices, Nodes the access control system shall be prepared in consultation with GAIL (India) Limited and shall be implemented by all security guards.
15. The contractor's work force shall be individually and collectively responsible for the security and safety of the installations. Though one guard will be on eight hourly shift duties but in case of any threat all available guards will come into action to protect the installation. The area supervisor shall immediately try to reach to the spot and shall inform Security Officer and to GAIL (India) Limited control room and shall appraise latest situation for timely action.
16. The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned GAIL(India) Limited Control Room, OIC office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

17. Specific Responsibilities:

The contractor shall be responsible generally for the following care-taking duties:

- i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
- ii) Guarding the entry and exit points of the office premises, control the movement of the visitors as per guide lines issued by the GAIL (India) Limited.
- iii) To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments (list of such authorized persons will be given by the Company).
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
- vi) To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii) To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest.
- viii) Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
- ix) Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- x) The parking area will also be managed and an account of incoming vehicle and its outgoing time will be maintained along with the list and details of vehicles and passes issued.
- xi) Guards should be polite but affirmative, Visitors will be treated with dignity.
- xii) The Guard on duty at office will obtain OK report from other installations periodically/as desired by Security I/C.
- xiii) The Guards will be Periodically Rotated to various GAIL Installations on need basis.

SECTION-V(C). SCOPE OF WORK FOR TOWNSHIPS.
Not Applicable

1. The contract shall comprise of ... Supervisors, Security guards and relievers.
2. The contractor shall open and maintain an office locally. Office shall remain open throughout the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment.
3. The contractor shall engage smart, trained, diligent, experienced, intelligent and hardworking ex-servicemen guards.
4. Training will be carried out as per DGR guidelines; the contractor shall make all provisions for the conduct of training for the caretakers with no additional cost to GAIL (India) Limited at a centralized place.
5. The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
6. The Contractor should meet the EIC monthly as per guidelines.
7. A copy of all reports and returns to the DGR and Statutory authorities will be forwarded to the EIC by the contractor.
8. GAIL (India) Limited is an ISO 9001:2015, ISO 9001:14001 & OHSAS 18001 certified company, the contractors will ensure that the duties are performed as per systems and documents maintained as directed by the EIC.
9. The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per existing daily minimum wages existing.
10. The guards will be trained and will be requires to handle Firefighting equipment as available in GAIL (India) Limited.
11. The guards will be trained and will be required to handle Firefighting equipment's as available in GAIL (India) Limited.
19. The contractor shall be responsible generally for the following care-taking duties:
 - i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and

representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.

- ii) Guarding the entry and exit points of the Township premises, control the movement of the visitors as per guide lines issued by the GAIL (India) Limited from time to time.
- iii) To check the incoming and outgoing goods/property against proper Material gate pass.
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
- vi) To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii) Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
- viii) Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- ix) The parking area will also be managed and an account of incoming vehicle and its outgoing time will be maintained along with the list and details of vehicles and passes issued.
- x) Furnish daily reports to the security supervisor, which in turn will generate exception report and submit the same to designated Officer of GAIL (India).

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SECTION-V(D).

SCHEDULE OF WORK FOR INSTALLATIONS (-Part- I)

Sl. No	Name of the Installation	Location	District	No of Security Guards	Area			Nature of Job
					A	B	C	
1	SV-01	Velamb	Ratnagiri	03			C	<u>A. Security Guards</u> (8 Hour/day/person) 1. Supervision of all caretakers. 2. Caretaking of all assets of company. 3. Guarding the Entry/ Exit Points of office / Installations / Terminals etc. controlling /Regulating and recording in register the movement of Official visitors. 4. To allow materials Against proper Gate passes. 5. To monitor vehicular movements in and around the company premises.
2	SV-02	Shieveene	Ratnagiri	03			C	
3	SV-03	Dingni	Ratnagiri	03			C	
4	IP-1	Pur	Ratnagiri	03			C	
5	SV-04	Sakharpa	Ratnagiri	03			C	
6	SV-05	Shirgoani	Kolhapur	03		B		
7	SV-06	Pokhale	Kolhapur	03		B		
8	IP-2	Mauje Vadgaon	Kolhapur	03		B		
9	IP-1 (G)	Halkarni,	Kolhapur	03		B		
10	SV-3 (G)	Palye	Sindhudurg	03			C	
11	GAIL Office	Kolhapur	Kolhapur	03		B		
12	SV-4 (G)	Curchirem	North Goa	03		B		
13	SV-5 (G)	Marcaim	North Goa	03		B		
14	RT-Goa	Zuari	South Goa	03		B		
15	SV-01GB	M/S Binani Glass	Goa	03		B		
16	SV-07	Boregaon	Belgaum	03		B		
17	SV-08	Kerur	Belgaum	03		B		

18	IP-03	Pamaldinni	Belgaum	03		B		6. To take care of Pipes and other stores / items lying in Stores yard. 7. Carry out point 17 of Specific Responsibilities. 8. Other Works as directed by EIC on Special Occasions.
19	SV-1 (G)	Akkatangert hal	Belgaum	03		B		
20	SV-2 (G)	Yamanapur	Belgaum	03		B		
21	SV-09	Ajjankatti	Belgaum	03		B		
22	SV-10	Madlure	Belgaum	03		B		
23	IP-04	Kagdal	Belgaum	03		B		
24	SV-1 (H)	Shirkol	Dharwad	03		B		
25	SV-2 (H)	Unkal	Dharwad	03		B		
26	SV-11	Shelwadi	Dharwad	03		B		
27	Hubli Office	Hubli	Hubli-Dharwad	04		B		

Sl. No	Name of the Installation	Location	District	No of Security Guards	Area			Nature of Job
					A	B	C	
28	SV-12	Hirekoppa	Gadag	03			C	
29	SV-13	Dambala	Gadag	03			C	
30	IP-05	Huvinahadagalli	Bellary	03			C	
31	SV-14	Prithveshpura	Davangere	03			C	
32	SV-15	Basavankute	Davangere	03			C	
33	SV-16	Santemuddapur	Davangere	03			C	
34	IP-6	Guddadarangavvanahalli	Chitradurga	03			C	
35	SV-17	Gidobanahalli	Chitradurga	03			C	
36	DT - Murudeshwar	Bukka Patna Road, Sira	Tumkur	03			C	

37	SV-18	Kariyala	Chitradurga	03			C
38	IP-7	Devarahalli	Tumkur	03			C
39	SV-19	Golahalli	Tumkur	03			C
40	SV-20	Ramanahalli	Tumkur	03			C
41	SV-21	Madigondan-ahalli	Ramnagara	03			C
42	SV-22	Sullivara	Bangalore Urban	03	A		
43	RT- Biddadi	Biddadi	Ramnagara	03	A		
44	SV-1 (B)	Taverekere	Bangalore Urban	03	A		
45	SV-2 (B)	Beggar's Colony	Bangalore Urban	03	A		
46	SV-2 (B) Store	Beggar's Colony	Bangalore Urban	03	A		
47	SV-3 (B)	BEL Circle, Jalahalli	Bangalore Urban	03	A		
48	SV-4 (B)	Nagawara	Bangalore Urban	03	A		

Sl. No	Name of the Installation	Location	District	No of Security Guards	Area			Nature of Job
					A	B	C	
49	RT, KPCL	Yelahanka	Bangalore Urban	03	A			
50	SV-5 (B)	Kasturi-nagar	Bangalore Urban	03	A			
51	SV-6 (B)	Kadu Beesana Halli	Bangalore Urban	03	A			
52	SV-7 (B)	BMTC Depot Agara	Bangalore Urban	03	A			

53	RT	Singsandra	Bangalore Urban	03	A			
54	SV-01(S)	Chandapura	Bangalore Urban	03	A			
55	SV-02(S)	Anekal	Bangalore Urban	03	A			
55	SV-03(K)	Krishnagiri	T.Nadu	03			C	
55	SV-04(K)	Krishnagiri	T.Nadu	03			C	
56	Store Yard	Shankari, Salem	T.Nadu	03			C	
57	GAIL-Office	Bangalore	Bangalore Urban	05	A			
58	Security Supervisor	Maharashtra Region	Dabhol/ Kolhapur Base	01		B		<u>B.Security Supervisors</u> 1.Suprvison of all Security Care Takers. 2.Field Supervisors to Visit Installations Twice in a Fortnight. 3.Report to GAIL, Bengaluru as and when required. 4. Office Supervisor to handle all the Official Correspondence & Maintenance of Documents. 5. Any other Jobs assigned by EIC from time to time.
59	Security Supervisor	Goa Region	Goa Base	01		B		
60	Security Supervisor	Karnataka Region	Hubli	01		B		
61	Security Supervisor	Karnataka Region	Chitradurga Base	01			C	
62	Security Supervisor	Karnataka Region	Bidadi &Singsandr a Base	01	A			
63	Security Supervisor	Karnataka Region	GAIL Bangalore Office	01	A			

Date:

Signature of the tenderer

Name:

Seal of the firm:

Contact number:

SECTION-V(E).

SCHEDULE OF WORK FOR TOWNSHIP. (-Part- II) –Not applicable.

SL.NO.	Locations	Nos. of Security Personnel	Nature of job
1	As mentioned in Annexure....	As mentioned in Annexure-....	a. Supervision of all caretakers. b. Caretaking of all the movable and immovable assets of company in Township. c. Guarding / protecting the complete Township premises from theft, vandalism and any other internal/external damages or losses. To prohibit the entry of unauthorized person inside the premises by checking their identity proof. Controlling /Regulating the movement of visitors/ vendors/ labours in Township and necessary recording of the same in the registers meant for that purpose. d. To allow entry / exit of materials against proper Gate passes. e. To control / regulate/ monitor vehicular movements for the Township premises. f. To detect and report the anti-company activities and undesirable character engaged in pilferage and sabotage. g. To carry out foot patrolling as given in Annexure-..... of Part-..... h. Other security and care taking works as directed by EIC. i. Carry out point 16 as given in Special conditions of Contract.

SECTION–V(F).

CHECKLIST TO BE SUBMITTED BY THE TENDERER

S.No	Description	Yes / No	Remarks
1.	Confirm acceptance of all Tender clause.		
2.	Confirm submission of CPG.		
3.	Confirm completion of price bid (SOR) in service charges % only.	%	
4.	Confirm calculated /worked out wage structure for a single for Security Supervisors and Security guards is enclosed		
5.	Confirm no deviations sought		
6.	Agency's status about debarring / blacklisting. Yes/No/Explanation)		
7.	Name of the source / agency from which personnel have been recruited.		

DATE:

SIGNATURE:

NAME AND SEAL
OF THE CONTRACTOR

PH. NO:

SECTION– V(G).

Documents to be submitted by Agency.

Mention number of years' experience in the appropriate block with documentary proofs. (Copy of date of registration with the registrar of firms / as per company act to be attached).

Name of agency	Date of registration with Registrar of companies / as per company act	Registration number / copy of proof

The agency will mention DGR registration number in the tender. A copy of the same also to be submitted.

Name of agency	Date of registration with DGR	DGR registration number

The agency will submit copy of DGR Empanelment Certificate with the tender. A copy of the same also to be submitted.

Name of agency	Empanelment Certificate No & Date of issue	Empanelment Certificate validity date.

The owner will submit copy of PAN Card.

Name of agency	Name of proprietor	PAN Card No

Sig of Contractor

SECTION– V(H).

The specifications of the uniform are as follows.

Items	Summer	Winter	Ceremonial
Shirt: Steel-gray	1) Half sleeve, Terry cotton (2 for a year) 2) Full Sleeve, Terry Cotton (1 for a year)	Full sleeve (cots wool)/ Windscreen	Great coat for guard on duty in winter.
Trouser: Black	Terry cotton (2 for a year)	Woolen	As per season with white spates
Cap	Black barrette(2 for a year)	Black barrette	Black Peak cap with gold braid
Belt Black	Black, Web / Nylon (1 for a year)	Black, Web / Nylon	Black cross-belt- leather, on cummerbund & hand gloves
Shoes DMS, PT & Socks	Black leather(1 pair per year) & Shocks nylon (4 pair per year)	Black leather / Woolen	Black leather / nylon with white spates / Anklets
Lane-yard	Black on right side (2 Sets)	Black on right side	Black on right side
Company's logo / name of suitable size & design	on left sleeve / above left chest pocket (2 Sets)	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket
Shoulder title, cap & belt badges	Steel / white metal with Company's name & logo or "SECURITY" name & design (2 Sets)	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design
Scarf, cummerbund and sash	1 set each for 2 Years-	-	As given in picture
Raincoat	1 each per person for 1 year	-	In Rainy Season
Gum shoe/ Jungle Shoe & Umbrella	For Each Guard on Duty	-	
Lathi (Fiber), Torch & Whistle	For Each Guard on Duty		



SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

STANDARD CONDITIONS SCC : SECTION-VI(A)

SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES ALONG SECURITY SERVICES AND LOSS PREVENTION SERVICES ALONG DABHOL-BENGALURU (DBPL)& SINGSANDRA-KRISHNAGIRI PIPELINE (SKPL), UNDER KKBMPL PH-II IN KARNATAKA & TAMILNADU REGION

1. DEFINITION OF TERMS:

In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

- (a) **General Description : PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION Of Work SERVICES ALONG DABHOL-BENGALURU (DBPL) & SINGSANDRA -KRISHNAGIRI PIPELINE (SKPL) UNDER KKBMPL PH-II IN KARNATAKA & TAMILNADU REGION**
- (b) **Time Period** : INITIALLY FOR A PERIOD OF TWO YEAR AND CAN BE EXTENDED FURTHER DEPENDING UPON THE PERFORMANCE AND ON SOLE DISCRETION OF GAIL (India) Limited.
- (c) The 'Company' shall mean GAIL(India) Limited, incorporated under the Companies Act, 1956 and having its registered office at 16, Bhikaji Cama Place, R.K. Puram, New Delhi.
- (d) The 'Contractor' shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company and includes the contractor's legal representatives, his successors and permitted assignees.
- (e) Security In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf. Engineer In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.
- (f) The 'Contract' shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.
2. The contractor hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.
3. The pattern and items of uniform to be issued to the security caretakers is as per **Section V (H)**. Uniform Allowance would be reimbursed against actual bills of procurement and proof of payment (within ceiling of @5% of uniform allowance). **The quality /sample of uniform items before procurement needs to be got approved from EIC.**
4. **Only Service Charges shall be quoted in Section-VII(A), in words and figures, no other parameter to be filled.** No amendments will be made in the schedule of rates given at **Section-VII (A)**. **The service charges as quoted shall be firm & fixed for the entire contract period.**
5. Contractor should produce necessary EPF code before commencement of work. Contractor should produce necessary ESIC Code before commencement of work. For workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to GAIL(India) Limited. **The actual rate towards premium coverage will be reimbursed within ESIC amount.**

6. The contractor hereby agrees to provide caretakers/ supervisors all materials required for carrying out the job indicated in the schedule of works (**Section V-(D) &(H)** viz, Registers, Torch, Cells, Uniform, Baton/Lathi, Waterproof clothing etc. All necessary supervision to carry out the work set down in the Scope of Work, Section-V and Special conditions of Contract, Section-VI, which forms part of this contract in accordance with the conditions laid down to be read in conjunction with GCC.
7. The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
8. The service charge agreed shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision (except statutory or otherwise) or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.
9. All the persons engaged by the contractor shall be on his payroll and be paid by him and hold the owner i.e. GAIL (India) Limited harmless from any liability or penalty in this regard. All payments with regard to the payment of wages/salaries are to be made through E- Banking /ECS/ ATM/ Electronic means into his/her pension account of ESM with the bank (authentic proof of payment/ transaction to be submitted) and/or in presence of a representative of GAIL(India) Limited, if felt necessary.
10. The period of contract shall be initially for a period of Two year from the date of issue of letter of intent / Work Order, extendable further or above or part thereof on the same rates and conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the GAIL (India) Limited.
11. Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the contractor directly or indirectly to any person firm or corporation, whatsoever.
12. GAIL (India) Limited has the right to Alter the scope of the services in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by Security In charge on giving a notice of reasonable time.

QUALITIES / SPECIFICATIONS REQUIRED FOR GUARDS

13. a) All guards deployed by the contractor should be Ex-servicemen and not below Medical category 'B' and Character not below '**Very Good**' who have served in the Army/Navy/Air force and have unblemished record of service besides being mentally and physically fit. Security Agency should preferably deploy 70% guards with **Infantry background**. The personnel thus deployed should be trained in first aid and fire fighting and should be fully conversant with various fire fighting equipment, their use and proper maintenance. **If the date of discharge is more than Two (02) years from the date of deployment in GAIL(India) Limited their medical fitness certificate and Police verification will be carried out by the agency at no additional cost to GAIL(India) Limited prior to their deployment.** All gunman placed should be in possession of valid license / All India license. All the weapons are to be in serviceable condition and as and when desired the guard should be able to fire. All ammunition should be within the expiry period. The contractor will submit the report on maintenance of individual weapon quarterly and a certificate from the guards on practice firing carried out yearly. The format for submitting the report on maintenance of weapons will be as follows:-

S No	Name of guard	Type of weapon / make	Weapon number	Date on which maintenance carried out

Sig of contractor

- b) Maximum Age Limit-**In view of nature of business operations and nature of duty, for efficacy & efficiency purpose, contract workers will be deployed up to the age of 58 years. However, the maximum 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. However, consent of EIC should be obtained before deployment to avoid any subjectivity/Ambiguity with respect to employment, Age Criteria i.e, from 58 to 60 years as per Corporate Advisory on Contract Management(IOM NO.GAIL/SEC/ND/07/5773 DT.27.10.2022).
- c)** Contractor shall be responsible for the proper behavior of the persons employed by him and shall exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and/or support, assist, maintain or help any person or persons engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, action, suits, proceedings losses or damages on any ground, whatsoever. The contractor will be responsible for the character verification of persons employed by him.
- d)** All employees of the contractor entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company including work site.
- e)** In case the service provided by the Contractor through its employees is not up to the contractual obligation, the contractor should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the Engineer Incharge / Officer In charge.
- f)** In case of emergency when called upon the contractor will be present at the site of incident for coordination, along with his representative and if asked for should be able to provide additional manpower.
- g)** GAIL (India) Limited is an ISO 9001:2015 / ISO 9001:14001 & OHSAS 18001 certified company, the contractors will ensure that the duties are performed as per systems and documents maintained as per formats as given by the EIC.
- h)** The contractor shall open and maintain an office locally. Office shall remain open through out the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment." The Contractor will depute One Representative/Field Supervisor at GAIL Office with no Additional Cost to GAIL (India) Limited. The representative should be available every day and be in touch with EIC.

- i) The contractor will obtain the consent of EIC before deploying a new Guard, replacing / removing a deployed guard. The verification with documents of new Security Guard also to be put up to EIC for approval.

14. Any failure on the part of the company at any time to enforce the strict observance of the performance of any of the terms and conditions of the contract or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the company to exercise the same at any later date.

15. COMMON CONDITIONS.

- a) The agency should have the capability of deploying the Security personnel's immediately on award of the contract and the agency should submit with proof the list of persons being deployed.
- b) Payment to the agency will be made through E- Banking; the agency should have an account in ICICI Bank /HDFC / SBI etc.where E-Banking can be done.
- c) The agency should deploy 100% Ex- Serviceman (Pensioners) for the job. However depending upon exigencies this may be relaxed to deploy Persons of para military forces or CAPF at the sole discretions of GAIL (India) Limited.
- d) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- e) The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to GAIL (India) Limited and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of GAIL (India) Limited.
- f) The security agency should obtain and submit the License from the Issuing Authority within the stipulated time. The directives as per the **PSAR Act / relevant rule** will be strictly followed by the agency.
- g) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- h) Contractor shall be required to obtain requisite labour license at his own cost from the appropriate Licensing Authority i.e. ALC (C), _ _ _ _ _ and ALC(C) _ _ _ _ _ , before undertaking contract work. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through OPERATION-IN-CHARGE for his employees.
- i) All existing and amended safety / fire rules of GAIL are to be followed at the work site.
- j) No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / GAIL will terminate the contract immediately and may refer the case to police.
- k) The contractor hereby agrees to indemnify owner / GAIL and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against owner/GAIL.

16. Antecedents Verification & Medical Certificate:

The contractor shall deploy the care taking and security personnel after getting their antecedents verified and after issuing them Photo Identity Cards. If their date of discharge is more than two years from the date of deployment in GAIL (India) Limited, their medical fitness certificate and Police verification will be carried out by contractor at no additional cost to GAIL (India) Limited and prior to their deployment. All the personnel's deployed will be medically fit which in turn means physically and mentally fit without any disease / complaint of night blindness, back problem, arthritis etc. Engineer Incharge will have the sole discretion of terming a guard / supervisor / Security officer medically fit / unfit for deployment.

17. Medical Check up.

Yearly medical check up for his workmen will be carried out by the contractor for which no additional cost will be paid by GAIL (India) Limited.

18. Security Deposits:

The successful contractor will be required to deposit security deposit / Contract Performance Guarantee within 30 days from the date of FOI, as per DPE/MOD /DGR guidelines **@ 10% of one month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed as per tender. Such deduction will be affected in the first bill itself,** which will be released after 3 months from the completion of work in all respect. The CPG will be encashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shows inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

19. Penalty/Termination

The Security In charge **shall have power** to impose penalty as follows:-

- a) Guard not alert @ 1st instance Rs 300/-, 2nd Rs 500, 3rd Rs700/- and thereafter guard to be changed.
- b) Guard sleeping @ 1st instance Rs 500/-, 2nd Rs 800, 3rd Rs1000/- and thereafter guard to be changed.
- c) Improperly dressed @ 1st instance Rs 200/-, 2nd Rs 300, 3rd Rs500/- and thereafter guard to be changed.
- d) Post vacant @ 01month salary of One person from the monthly bill of the contractor.
- e) Theft / losses – Joint investigation will be carried out by EIC and the contractor and the cost of the item will be deducted from the bill.
- f) Leave relief not placed – The agency has to deploy 100% leave relief. First month a notice will be served for not placing relievers and the amount of 1/6th will not be released for the number of relievers not placed likewise for the second month and the third month followed by final termination notice.
- g) Salary not disbursed before 07th of every month @ Rs1000/- from 08th of the month till the wages are paid in full.
- h) If mobilization not carried out within 10 days from LOA / date of deployment – Security deposit will be forfeited and contract terminated.
- i) Improper supervision and lack of command and control and improper response of the firm – All correspondence / letters will be counted for extension / termination of the contract.
- j) Statutory obligations i.e. PF deposition, Issue of ESI permanent card, Insurance not done etc if not being carried out / being fulfilled in time/ within the time frame @ Rs 2000/- first time and if not carried out in the next month cumulative, Rs 4000/- and so on thereafter.

- k) Improper response of the proprietor / unacceptable response of the contractor. Three warning letters / notice which will lead to termination.
- l) In case of the above instances occurring on repetition, GAIL (India) Limited has the right to terminate the contract.
- m) This penalty is in addition to any other penalty Price Reduction Schedule etc mentioned elsewhere in the tender.

20. In case any default for more than three days in respect of rendering the desired services, Management shall be at liberty to arrange services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

Note * Any deductions made by the contractor from the guards salary will be in as per the existing labour law rules/ statutory rules after proper investigation and the report to be submitted to EIC.

- 21. a)** The company for reason whatsoever and of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor and his staff shall vacate the site/work place on the expiry of such notice period.
- b)** In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination including refund of Security deposit, subject to deduction of any dues, penalties, other recoveries etc., within a period of three months at the discretion of Security In charge.

22. Extension of contract:

Extension of contract will depend on the following criteria's of the agency / firms:-

- Command & control capabilities.
- Response towards management's feedback and needs.
- Manpower re-sourcing capabilities.
- History of timely payment to their personnel.
- Discipline & conduct of deployed personnel.
- Training & briefing conducted.

23. The contractor shall be liable for making good all damages/losses arising out of theft, breaking, pilferage of stores, spares, office furniture, equipment, fittings and fixture whatsoever as may be caused directly or indirectly by the person engaged through him or otherwise.

24. In case any dispute arises in respect of interpretation or in terms of any particular clause/clauses of this contract, the decision of Officer In charge, GAIL (India) Limited ____, will be final and binding.

25. Company shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the contractor and the contractor shall keep the company indemnified thereof.

26. The contractor shall ensure that all persons are provided with the protective clothing like the helmet, gloves, safety shoes etc., as may be required from safety point of view and all his persons shall follow the instructions issued by the company from time to time in connection with safety and security. The contractor shall specify the items to be issued to the security caretakers indicating their periodicity. He shall also maintain proper records indicating the issue of the uniform items to security guards.

27. The following guidelines will be strictly implemented.

- a) Minimum wages and its components to be paid in full any deductions made from the guards to be mentioned in the wage slip.
- b) 100 % relievers will be placed; no guard will perform overtime duties.
- c) Eight 08 hrs duty schedule will be ensured and leave / offs will be ensured.

- d) Monthly pay slip will be issued to guards with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated.
 - e) Deductions from the guard / supervisor salary if any made by the contractor as penalty will be as per the labour rules / statutory rules.
 - f) All obligations to be fulfilled by the agency/ vendor as stated in the Instructions for functioning of DGR Empanelled Agencies.
28. The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident, or damages arising under or by reason of this agreement or execution of contract.
29. In case of accident, injury and death caused to the employee of the contract 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 for such liabilities.
30. **Security agency /its personnel shall not divulge any employer information to anyone / any organization** and respect client confidentiality. Breach of client confidentiality shall attract penalty at the discretion of OIC based on the recommendations of EIC and may also result in termination of contract. Besides, action for putting the agency on “Holiday” or even “Banning” the same would be initiated as per extant procedure of GAIL.
31. Proprietor/ Director will visit and meet the Security In -Charge once in a month, visit the site and submit monthly site visit report to the EIC.
32. Representatives of proprietor or persons holding “Power of Attorney” cannot participate / will not be accepted. Only proprietor of Individual proprietary concern, can only participate in the tender / only they can sign and submit tender documents. Subletting the contract is not permitted in any circumstances.
33. **Mobilization period.**
Date as specified from placement of Order / FOI.
34. **Payment Terms.**
The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same
35. **Defect Liability Period.**
Three (03) months from date of completion of contract.
36. **ARBITRATION]**
As given in GCC.

STANDARD CONDITIONS SCC : SECTION-VI(B).

The following clauses should be incorporated / defined in SCC:-

1. "Service" shall comprise Scope of Work as attached.
2. "Location(s) shall be as defined in the Scope of Work.
3. **Engagement:** GAIL hereby engages Service Provider to provide the Services at the Locations and for the Period of 24 months (**number of months to be mentioned**) from the date of commencement of service subject to the terms and conditions hereinafter specified.
4. **Mandays:**
 - a) Minimum requirement of mandays/resources: "*number of mandays to be defined as per requirement and Scope of Work.*" (The requirement and the category thereof to be clearly defined)
 - b) Qualification and experience of resources deployed: "*to be defined as per requirement and Scope of Work.*" Ex-Servicemen pensioners- (Supervisor = JCOs, Gunmen = Guard with Gun License & Guard = NCO & sepoy.
 - c) Service Provider shall ensure that the contract labour deputed for or in connection with the provision of the Services shall be:
 - i. trained, experienced and competent to do the jobs for which they are assigned.
 - ii. well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - iii. polite, respectful and courteous to all persons with whom they deal/ interact.
5. **Gate/ Entry Pass or Authorization:** Entry to the offices 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. The contractor shall issue Identity cards in his firm's name to the contract labour deployed.
6. **Uniform and Personal Protective Equipment / Safety Kit and Liveries:** Service Provider shall ensure adequate supply of uniform and personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such personal deployed.
7. **Deficiency:"**
 - a) Deficiency" shall mean a deficiency in the performance of services as mentioned in the Scope of Work including deployment of minimum services/resources, quality of material, quality or the efficiency of any Service (s) or non- compliance to any of the tender conditions at any time as determined by GAIL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, GAIL shall give the Service Provider a show-cause notice setting out the Deficiency or Deficiencies observed, and give the Service Provider an opportunity of 7 (seven days) within which to make a representation in respect thereof. If any such representation is made, GAIL shall take cognizance of the same before taking a final decision. The decision of the Engineer in Charge with regard to any deficiency in service shall be final and binding on the parties.

- b) It is recognized that there may be Deficiency in the performance by the Service Provider with regards to one or more of the Services required to be performed under the Scope of Work, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s) by the Service Provider, it is agreed that for each Deficiency as determined by Engineer-in-Charge / GAIL in any Service(s) to be performed by the Service Provider, GAIL shall be entitled to levy a token penalty of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency in the price on the Service Provider.
- c) In case of 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 behalf shall final and binding on the Service Provider), GAIL, without prejudice, have the right to avail price discount in respect of which the deficiency(ies) have occurred and also without prejudice to its the right to terminate the Contract thereof, terminate the service(s) in respect of which the deficiency(ies) have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof provided GAIL has given a written notice to the Service Provider of such deficiency(ies) and the Service Provider, within 7 (seven) days of receipt of such notice has not taken steps to the satisfaction of GAIL for rectifying the deficiency(ies).
- d) The Service Provider shall maintain all the Reports, Returns, Forms, proforma 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 default by the Service Provider shall entitle the GAIL to levy a token penalty on the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs. 1,000/- (Rupees One Thousand Only) per default.
- e) The contractor(s) shall be required to install Biometric System at their own cost to regulate the entry and exit of the contract labour deployed by them.
- f) As per the instructions contained in the C&P circular No.GAIL/ND/C&P/G-25/2019-20/29 dated 30.09.2019 the product & services available on Government e- Marketplace (GeM) portal shall be procured through GeM portal.
- g) Four Labour Codes i.e Code on Wages, 2020, Code on Social Security, Code of Industrial Relations and the Occupational Safety, Health and Working Conditions Code, 2020 have been passed by the Parliament recently and are yet to be implemented. The Standard Conditions of the contract shall be suitably amended after declaration of their effective date of implementation and shall be communicated accordingly in due course.

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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 (monthly wages / number of days in the relevant month)

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

Illustration I (05 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	8	2	18	603	15678	1119.86	14558.14
2	March	31	10	5	16	603	15678	2528.71	13149.29
3	April	30	8	10	12	603	15678	5226	10452.00
4	May	31	10	-	4	603	2412	0	2412.00

Illustration II (06 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	4	2	22	603	15678	1119.86	14558.14
2	March	31	5	5	21	603	15678	2528.71	13149.29
3	April	30	4	10	16	603	15678	5226	10452.00
4	May	31	5	-	4	603	2412	0	2412.00

1.2. Payment of Wages:

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 (if Bonus is not applicable) 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.

The amount towards the payment of bonus/ex-gratia shall be released / reimbursed to the contractor, after submission of proof of payment.

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 (if 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 current 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 Policy** within the overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI). The premium cost would be reimbursed.

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 3 Lakhs** per resource for the entire period of contract covering all resources deployed under the contract. The insurance charges for obtaining such policies shall be reimbursed to the contractor.

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, then 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

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STANDARD CONDITIONS OF SCC: PART III

Annexure- 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** and above age of **60 years** shall be deployed by the contractor for the execution of the contract.
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) are 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 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.

The Contractor shall issue **Identity cards** in his firm's name to the resource deployed. It contains full details of the Individual with Name of the Workplace.

19. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
20. **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.
21. 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.

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 cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to GAIL in this respect for Reimbursement from GAIL. 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) – 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. 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

Annexure-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.

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).

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 as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode**.

- ii. 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 Current month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iii. Dully filled in details as per ***Annexure- i***.
- iv. Copy of Wage Slips in FORM XIX

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.

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.

Details 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:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

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.....

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 Mediclaim policy within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI)	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. 20/- 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. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

SECTION-VII

SCHEDULE OF RATES

GEM Tender no. 2022 GAIL 137795**SECTION –VII (A)**

SI No	Description	Qty/ Rate/ % age	Sec Guards	Sec Guards	Sec Guards	Sec Guards	Sec Guards	Sec Supvr	Sec Supvr	Sec Supvr	Sec Supvr
			Area-A	Area-B	Area-C	Office-A	Office-B	Office-A	Area-A	Area-B	Area-C
I	Daily Wage including VDA		866.00	788.00	671.00	866.00	788.00	1151.78	1151.78	1048.04	892.43
1	Basic wage incl VDA for 26 days	26 days	22516.00	20488.00	17446.00	22516.00	20488.00	29946.28	29946.28	27249.04	23203.18
2	EPF 12% of Basic + VDA (Restricted to Rs.15000/-)	12	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00
3	EDLI 0.5% of Basic +VDA	0.5	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
4	Admn charges 0.50% of Basic +VDA	0.5	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
5	ESI on Basic +VDA @ 3.25%	3.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	HRA (24/16/8%) of basic or whichever is higher (5400/3600/1800)as applicable	0	5403.84	3600.00	1800.00	5403.84	3600.00	7187.11	7187.11	4359.85	1856.25
7	ESI on HRA (3.25% of HRA)	3.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Bonus/Ex-Gratia 8.33% of Basic +VDA as applicable	8.33	1875.58	1706.65	1453.25	1875.58	1706.65	2494.53	2494.53	2269.85	1932.82
9	Uniform outfit allowance @ 5% of Basic +VDA(Kept as separate Line Item)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Uniform washing allowance @3% of Basic +VDA	3	675.48	614.64	523.38	675.48	614.64	898.39	898.39	817.47	696.10
11	Field duty Allowance @ 25% of Basic +VDA (Wherever applicable)	25	5629.00	5122.00	4361.50	0.00	0.00	0.00	7486.57	6812.26	5800.80
12	Sub Total (1 to 11)		38049.90	33481.29	27534.13	32420.90	28359.29	42476.30	49962.87	43458.46	35439.15
13	Relieving charge/Weekly Off - 1/6th of Sub total (12)	1/6	6341.65	5580.22	4589.02	5403.48	4726.55	7079.38	8327.15	7243.08	5906.52
14	Total Cost per head per month (12+13)		44391.55	39061.51	32123.15	37824.39	33085.84	49555.68	58290.02	50701.54	41345.67

GEM Tender no. 2022 GAIL 137795

15	Service Charge (as per DPE/MOD/DGR Guidelines on Toal cost) in_% on _.	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Sum Total (14+15)		44391.55	39061.51	32123.15	37824.39	33085.84	49555.68	58290.02	50701.54	41345.67
17	GST @ 18% on sum Total (16)	18	7990.48	7031.07	5782.17	6808.39	5955.45	8920.02	10492.20	9126.28	7442.22
18	Net Total per Head (16+17)		52382.03	46092.58	37905.32	44632.78	39041.29	58475.71	68782.22	59827.82	48787.90

Sl No	Description	Qty/ Rate/ % age	Sec Guards	Sec Guards	Sec Guards	Sec Guards	Sec Guards	Sec Supvr	Sec Supvr	Sec Supvr	Sec Supvr
			Area-A	Area-B	Area-C	Office-A	Office-B	Office-A	Area-A	Area-B	Area-C
19	Total Strength - DBPL	171	33	21	99	5	7	1	1	3	1
20	Total Strength KKBMP Ph-II (Karnataka Region)	6	6	0	0	0	0	0	0	0	0
21	Total Strength KKBMP Ph-II (Tamil Nadu Region)	9	0	0	9	0	0	0	0	0	0
22	Net Auth Strength for DBPL & SKPL under KKBMP Ph-II	186	39	21	108	5	7	1	1	3	1

SERVICE CHARGES TO BE QUOTED IN WORDS: _____

Note.

1. The bidder is required to quote the Service charges in Figure and word.
2. The total PO value will be calculated taking into consideration the quoted service charges in the existing structure for total number of security manpower multiplied into Number of months i.e. period of contract including other provisions made in SOR.