

**हर एक काम
देश के नाम**



GAIL INDIA LIMITED

**CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES
FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU
GANDHAR, MAGNAD TAP-OFF TERMINAL**

VOLUME I OF II (COMMERCIAL)

(BID DOCUMENT NO - 40/LEPL/GAIL/24-R0

OPEN DOMESTIC COMPETITIVE BIDDING



Lyons Engineering Pvt. Ltd.



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INSTRUCTIONS TO BIDDERS



SECTION-I

INVITATION FOR BID (IFB)

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

Ref No: 40-LYONS-GAIL-024

Date: 22.2.2022

To,

PROSPECTIVE BIDDERS**SUB: TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL**

Dear Sir/Madam,

1.0 **GAIL (India) Limited Noida, 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)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL					
(B)	TENDER NO. & DATE	040-LYONS-GAIL-024					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td> </td></tr><tr><td>TWO BID SYSTEM</td><td>☒</td></tr></table>		SINGLE BID SYSTEM		TWO BID SYSTEM	☒
SINGLE BID SYSTEM							
TWO BID SYSTEM	☒						
(D)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td>☒</td></tr><tr><td>MANUAL</td><td> </td></tr></table> E-TENDER NO: 040-LYONS – GAIL -024		E-TENDER	☒	MANUAL	
E-TENDER	☒						
MANUAL							
(E)	COMPLETION/CONTRACT PERIOD	5 Months and 15 Days from date of Fax of Acceptance for mechanical completion including mobilization period of 15 days and thereafter 15 days for drying, commissioning & Gas-in					
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"><tr><td>APPLICABLE</td><td>☒</td></tr><tr><td>NOT APPLICABLE</td><td> </td></tr></table>		APPLICABLE	☒	NOT APPLICABLE	
APPLICABLE	☒						
NOT APPLICABLE							

		EMD amount : 15 Lakhs
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 22.02.2022 (17Hrs, IST) to 16.3.2022 (14 Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://etenders.gov.in (iii) Government E-Market (Gem) Portal (iv) PMC:www.lyonsengineers.com
(H)	DATE OF SITE VISIT	Date of Site Visit : 28.2.2022 Bidders to contact the following persons for schedle of Site visit: 1. Mr. B K Gutte (GM – Constructions, GAIL (India) Ltd Contact No: 9920909220 2. Mr. Atma Kumar (RCM – Lyons Engineering Pvt. Ltd.) : Contact No. : 8905680227
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 2.3.2022 Time : 15 HRS Venue : Through Video Conference
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 15.3.2022 Time : 14 Hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 16.3.2022 Time : 15 Hrs
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : M Girish Kumar Designation: Head (C&P) Direct No : 011 -49508755 e-mail : girish.kumar@lyonsengineers.com
(L)	DEALING GAIL'S OFFICE ADDRESS	M/s GAIL (India) Limited, Jubilee Tower, B- 34 & 35, Sector - 01 Noida UP

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

- i) Bid Security

- ii) Power of Attorney
- iii) Integrity Pact

Due to the unprecedented lockdown/ restrictions by Govt. for COVID 19 in various parts/ services within country, bidders to note following regarding EMD submission.

- a) The period of submission of original EMD by bidder is extended to 30 days or before the decision of Price Bid Opening, whichever is earlier.
- b) The original copy of BG for EMD shall not be required when bank forwards the SWIFT message to GAIL confirming establishing of BG. In case bank confirms issuance of BG and transmit the soft copy of BG, the same will also be considered. However, the original BG will be submitted by bidder, on whom order/ contract placed, after normalization of situation.

In case, EMD through online banking transaction i.e., IMPS/NEFT/RTGS etc., the provision mentioned in tender document will be applicable.

Bidder(s) shall upload / submit scanned copy of Integrity Pact (IP) Power of Attorney in their bids or in response to TQ/CQ as the case may be. The same shall be considered for evaluation of bid. The original Integrity Pact (IP) and Power of Attorney will be submitted by successful bidder(s) after normalization of situation.

Affidavit / certified documents regarding Domestic Value Addition as per extant Policy to provide Preference to Domestically Manufactured Iron and Steel Products and other Preference Policy (i.e., PPP for MSEs, PP-LC, DMEP etc.):

Bidder will submit self-certification in prescribed proforma / provisions of policy and undertaking (as per proforma attached) along with bid.

The Affidavit of Self certification in original and / or the certification from statutory auditor / cost auditor / practicing cost accountant / practicing chartered accountant regarding Domestic Value Addition as per extant Policy to provide Preference to Domestically Manufactured Iron and Steel Products and other Preference Policy (i.e., PPP for MSEs, DMEP, etc.) in vogue will be submitted by bidder, on whom order/contract is placed, after normalization of situation.

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith 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 JV/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

website 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 date of receipt of tender information.
- 11.0 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

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

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : 040-LYONS-GAIL-024

Description : TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Due Date& Time : 15.3.2022 at 14 Hrs

From:

To:

.....	Head (C& P) : Attn : Mr. M. Girish Kumar Lyons Engineering Pvt. Ltd. C – 35, Lajpat Nagar – I, New Delhi - 110 024 Direct No : 011 -49508755

(To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering))

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	BID EVALUATION CRITERIA	

SECTION-II

BID EVALUATION CRITERIA

	BID EVALUATION CRITERIA	

(A) BID EVALUATION CRITERIA (BEC)

1.1 Technical Criteria

- 1.1.1 The bidder should have successfully executed / completed in last 7 (Seven) years to be reckoned from the bid due date, at least one single contract (*) involving laying / installation and testing (**) of buried hydrocarbon steel Pipeline of diameter and length as given below for qualifying for the quoted Part(s):

Vedanta's Jaya field at Jambusar to GAIL'S South Gujarat Network at Magnad	Minimum 8.407 Km of Dia 4" OD or above

Note:

- (*) In case more than one contract are emanating against one tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.

(**) Testing means hydro-testing of mainline, dewatering and swabbing.

- 1.1.2 In case the bidder has an experience as a consortium member and such a member has executed earlier a job within its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. 3.1.1, will be considered. Appropriate documentary evidence to establish this is to be submitted towards such experience.

1.1.3 EQUIPMENT DEPLOYMENT CRITERIA

Bidder shall meet the requirement regarding ownership of minimum construction equipment in good working condition as per quantity mentioned below. The bidder shall submit the proof of ownership and working condition of the equipment with the bid.

Sl. No.	Equipment Description	Quantity
1	Diesel Welding Machine/Welding Rectifier	04
2	Hydra (Minimum 12 Ton)	02

Note:

1. The contractor shall deploy above mentioned equipment's good working condition.
2. Contractor shall deploy any other equipment required for completion of pipeline laying work but not specially mentioned above, without any additional cost to owner.

Note to Clause no. 1.1.1:

- (i) A Job executed by a Bidder for its own plant/ project cannot be considered as

	BID EVALUATION CRITERIA	

experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

(ii) Consortium bids are not acceptable.

(iii) Eligibility criteria in case bid is submitted on the basis of technical experience (as per clause no. 3.1.1) of FOREIGN BASED ANOTHER COMPANY(SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

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

Credential of Supporting company from a country which shares a land border with India will only be considered if they are registered with the Competent Authority as on bid due date, specified in Annexure-I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.

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

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

- (i) An Agreement (as per format enclosed at Format F-20) between the bidder and the supporting company.
- (ii) Guarantee (as per format enclosed at Format F-21 and F-22) by the supporting company to GAIL for fulfilling the obligation under the Agreement.
- (iii) Registration of Supporting company with the Competent Authority as on bid due date, specified in Annexure-I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.
- (iv) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Format F-23), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can

	BID EVALUATION CRITERIA	

furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

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

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

Note:

- i) In case supporting company fails to submit Bank Guarantee as per (iv) above, SD submitted by the bidder shall be forfeited and action shall be taken against the bidder as per declaration for bid security.
- ii) Supporting company of the bidders shall not be on 'Holiday' by GAIL or public sector PMCs (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ PSUs on due date of submission of bid.
- iii) Supporting company from a country which shares a land border with India will only be considered if they are registered with the Competent Authority as on bid due date, specified in Annexure-I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.

The Financial BEC of tender is to be met by bidder on their own.

1.2 FINANCIAL CRITERIA

1.2.1 Annual turnover

The minimum annual turnover of the bidder as per their audited financial statement in any one of the three immediate preceding financial years shall be Rs. 7.47 Crore.

1.2.2. Net Worth

Net worth of the bidder should be positive as per the last audited financial year. For the purpose of net worth for this tender, the same shall be as defined in Format F-10.

1.2.3 Working Capital

The minimum working capital of the bidder as per the last audited financial year shall be Rs. 1.49 Crore.

	BID EVALUATION CRITERIA	

Note to 3.2:

- (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for the amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.
 - (ii) Annual Turnover: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th November (or as amended by Government time to time) of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th November (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidder may submit format F-10 accordingly.
 - (i) Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th November (or as amended by Government time to time) of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th November (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial year (as mentioned above) along with format F-10 accordingly for Networth / Working Capital.
- 1.3 Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- Further, any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against GAIL/PMC's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.
- 1.4 Documents/Documentary Evidence required to be provided (upload in e- portal of NIC) by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:



BID EVALUATION CRITERIA



BEC Clause no	Description	Documents required for qualification
1.1	Documents Required-Technical Criteria	
1.1.1	Experience as a single bidder	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate). In case the work of submitted Work Order is not completed, such bid is also acceptable subject to submission of Execution certificate Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria, provided that the asset for which the said execution certificate has been issued is ready for commercial use i.e. testing (hydro-testing of mainline, dewatering and swabbing) of the referred pipeline(s) has been completed. Note: The completion certificates / execution certificate shall have details like work order no.; date, brief scope of work, completion date / date of execution certificate etc.
1.1.2	Experience as consortium member	(a) Same documents as mentioned in 3.1.1 above. (b) Consortium Agreement / MOU clearly defining the scope and responsibility. Note: The completion certificates / execution certificate shall have details like work order no. ; date, brief scope of work, completion date, executed order value etc.
1.1.3	Equipment Deployment Criteria	Equipment's (owned) as per BEC: - The bidder shall submit the certificate from chartered accountant (for ownership / possession of equipment / vehicles) as per format enclosed in the Bid Document. - The submission of Form F-24 is mandatory. - BIDDER to propose equipment from OWNED sources. BIDDER to provide proof of ownership (Copy of Invoice payment/ Insurance Cover/ Registration with Statutory body/ Certificate from Chartered Accountant). In addition bidder has to submit a recent inspection certificate from Chartered Engineer/ Reputed third party agency (not older than 6 months) certifying that equipment are in good working condition. BIDDER also has option to propose equipment under this category as "to be purchased" which shall



BID EVALUATION CRITERIA



BEC Clause no	Description	Documents required for qualification
		be supported with Purchase order duly accepted by equipment supplier and with equipment delivery to project site, meeting the equipment deployment schedule. However, contractor to own minimum 50% of the equipment against each type of equipment; balance 50% may be covered under to be purchased "Category". If 50% is a fraction, the same needs to be rounded off to next higher number for the minimum owned category. The purchase order shall be duly signed & stamped by Chartered Accountant / statutory auditor. Date of purchase order shall be before bid due date. In addition bidder has to submit a recent inspection certificate from Chartered Engineer/ Reputed third party agency (Not older than 6 months) certifying that equipment are in good working condition along with ownership with the agency, in case PO is for procurement of used equipment from agency owning the equipment. 4. The bidder shall submit Certificate from Chartered Engineer certifying that the bidder own equipment are under good health and working condition as per Form 25 enclosed in the Bid Document.
Note to 1.1 (i)	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
1.2	Documents Required-Financial Criteria	
1.2	BEC (Financial)	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
1.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid. Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidder may submit format F-10 accordingly.
1.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report of last Financial Year along with un-price bid.

	BID EVALUATION CRITERIA	

BEC Clause no	Description	Documents required for qualification
1.2.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore(or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).

1.5 Authentication of documents to be submitted in support of BEC:

1.5.1 Technical Criteria of BEC

All documents in support of Technical criteria of BEC to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.

Considering COVID-19, if bidders are facing problems in submitting the authentication of documents related to BEC, etc. then, bidder shall submit self-certified documents pertaining to BEC, etc. along with an undertaking in given format (as per Form -19) that authenticated documents will be submitted by bidder, on whom order/contract is placed, after normalization of situation.

1.5.2 Financial Criteria of BEC

In support of financial criteria of Bid Evaluation, criteria (BEC) bidder is required to submit "Details of Financial capability of bidder" in prescribed format F-10 duly signed & stamped by a chartered accountant / Certified Public Accountant (CPA).

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

Considering COVID-19, if bidders are facing problems in submitting the authentication of documents related to BEC, etc. then, bidder shall submit self-certified documents pertaining to BEC, etc. along with an undertaking in given format (as per Annexure-1) that authenticated documents will be submitted by bidder, on whom order/contract is placed, after normalization of situation.

(B) EVALUATION AND COMPARISON OF BIDS

- i) The "Schedule of Rates" quoted for complete/entire scope of work shall be taken up

	BID EVALUATION CRITERIA	

for Evaluation & comparisons of bids and subsequent award of the contract on lowest techno-commercially acceptable tender basis.

- ii) The evaluation of all techno-commercially-acceptable bids, to arrive at the lowest-evaluated bid, shall be carried out as under:
- (a) Total quoted price, including Goods & Service Tax (GST).
 - (b) Purchase Preference, pursuant to relevant Clause of ITB, if applicable
 - (c) Loading on the total quoted price shall be done taking into account extended stay compensation charges including GST for 1/5th of the time schedule or 1(one) month, whichever is less. In case schedule of rates for extended stay is not enclosed or the prices are left blank, it will be considered that prices towards extended stay if any, are included in quoted price as per provision of the tender.

(C) RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

1. Offer from the following type of bidders / members of consortium will not be considered
2. Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
3. Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
4. It will be responsibility of the bidder to inform GAIL/ PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority Namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
5. It will be responsibility of the bidder to inform GAIL/ PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority Namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
6. If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by GAIL/ PMC.
7. GAIL/ PMC reserve the right to cancel / terminate the contract without any liability on the part of GAIL/ PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
8. GAIL/ PMC reserve the right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the code regardless of the stage of tendering.
9. A declaration in this regard shall be furnished by the bidder as per Form 26 attached.

	BID EVALUATION CRITERIA	

(D) PROCUREMENT FROM A BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

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

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

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

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (iv) An entity whose beneficial owner is situated in such a country; or
 - (v) An Indian (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

	BID EVALUATION CRITERIA	

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

Explanation —

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-18 Section-III.

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

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

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border

	BID EVALUATION CRITERIA	

with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form 27 to Section-III.

SECTION-III

INSTRUCTION TO BIDDERS

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



INSTRUCTIONS TO BIDDERS



SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the 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' 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 there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

	INSTRUCTIONS TO BIDDERS	

- 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).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

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

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

- 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

	INSTRUCTIONS TO BIDDERS	

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

5 COST OF BIDDING

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

6 SITE VISIT

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

	INSTRUCTIONS TO BIDDERS	

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":

i) Commercial Volume I of II consisting of :

- 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 : Schedule of rates

ii) Technical Volume II of II

- Section-VI : Specifications, Scope of Work and Drawing

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

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

*** General Conditions of Contract – Works 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-III 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 DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing by 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 GAIL's tendering web site / communicated to prospective bidders by e-mail.

	INSTRUCTIONS TO BIDDERS	

- 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 addenda/ 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'

	INSTRUCTIONS TO BIDDERS	

- (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) Undertaking by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.-Not applicable
- (l) Undertaking as per F-18 regarding Provisions for Procurement from a Bidder which shares a land border with India
- (m) All forms and Formats including Annexures
- (n) 'Integrity Pact' as per 'Form F-14'
- (o) 'Indemnity Bond' as per 'Form F-15'
- (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.

	INSTRUCTIONS TO BIDDERS	

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

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Ready Reckoner for Bidders and FAQs available in e-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 GAIL's e-portal (<https://etender.gail.co.in>) 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 Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GAIL's e-tendering portal.

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 be uploaded in SOR attachment/Conditions of E-tendering 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 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 be deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

	INSTRUCTIONS TO BIDDERS	

- 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 submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor 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 Contractor with requisite details.
Payments to Contractor 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 Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Contractor 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 Contractor 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 Contractor'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

	INSTRUCTIONS TO BIDDERS	

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

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

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attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Contractor / Supplier.

- 13.9 Contractor shall ensure timely submission of correct invoice(s) /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 Contractor 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 Contractor 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 Contractor may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of contractor 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 c and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

- 13.13 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.

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

13.15 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-17 along with documents for release of payment.

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

- 13.7 ***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-24 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

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additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

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

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

- 16.2 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by GAIL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",

	INSTRUCTIONS TO BIDDERS	

- (ii) furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
 - (iv)
- 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.
- 16.12 Bid security Declaration as per Form F-2A is applicable for exemption category only.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at 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 GAIL e-tendering website 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

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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-III to Section III).

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GAIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Bid Security 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

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- (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 Contractors 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 which case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GAIL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

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- 23.2 In case of e-tendering, e-tendering system of GAIL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by GAIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’
- 23.3 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.
- 2.3.4 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 – NOT APPLICABLE

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 invocation of Bid Security 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

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

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The employer's'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:-

	INSTRUCTIONS TO BIDDERS	

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required Bid Security ';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - 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.
 - a) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 COMPENSATION FOR EXTENDED STAY

- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work for a period of maximum period of 01 (one) Month.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

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

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

[F] – AWARD OF CONTRACT

35 AWARD

	INSTRUCTIONS TO BIDDERS	

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

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. Contractor). 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/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' State 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/Contractor 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 Bid Security/ action as per Bid Security declaration.

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- 37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor 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.

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While remitting such online transaction, the bidder must indicate “**Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (contractor 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 Contractor will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of ‘remitter’/financer’ other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.
- 38.10 **SUBMISSION OF CPBG DURING COVID-19 RESTRICTIONS IMPOSED BY GOVERNMENT**

In case due date for submission of Security Deposit. / Contract Performance Guarantee against order/ contract is falling within the lockdown / restricted period, GAIL may extend the date suitably (max. till 31st March 2022).

During the aforesaid period, in case any payment is to be made against such order/contract, the payment to supplier/ contractor/consultant/ service provide may be released after deduction of Security Deposit/ Initial Security Deposit from due payment after getting confirmation from supplier / contractor / consultant / service provider.

Further after normalization of situation, if the supplier/ contractor/ service provider submits the Security Deposit/Contract Performance Guarantee as per the tender conditions, the amount deducted on such behalf shall be released to them

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL’s website (www.gailonline.com)
- 39.3 Name and contact details of nodal officer- Refer BDS for details
- 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 Contractors / 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

	INSTRUCTIONS TO BIDDERS	

Corrupt/Fraudulent/Collusive/Coercive Practices” (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Contractors/Bidders.

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ 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 Contractor/ 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 – NOT APPLICABLE

40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

40.2 In case bidder is a Micro or Small Enterprise, the bidder shall submit the following :

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

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

- (ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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

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

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

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40.3 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.40.2 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.

40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.5 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.

40.6 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.

40.6 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 Contractor.
- 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 contractor's supervision, profit, overheads and other expenses).

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- 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 contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

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 filed 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, contractor 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 contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of contractor 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

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/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, 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.

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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.

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- 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.

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

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MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GAIL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

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

NOT APPLICABLE

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.

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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/frmllogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable. Further, User Manual is also available on aforesaid portal.

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Annexure-I to Section-III

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited. Further, such agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, 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.

(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.	02 years
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (v) Repeated once (vi) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to the

	INSTRUCTIONS TO BIDDERS	

		period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 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.

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works 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.

	INSTRUCTIONS TO BIDDERS	

- 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.

	INSTRUCTIONS TO BIDDERS	

Annexure-II to Section III

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:

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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.

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.**

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

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

	INSTRUCTIONS TO BIDDERS	

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

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

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

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- 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:

	INSTRUCTIONS TO BIDDERS	

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
 Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
 However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
 The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to

	INSTRUCTIONS TO BIDDERS	

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

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

- (C) Where Performance rating is "FAIR"
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
 - 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
 - 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
 - 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division

	INSTRUCTIONS TO BIDDERS	

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 three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

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.

	INSTRUCTIONS TO BIDDERS	

Annexure-1

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

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

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

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

	INSTRUCTIONS TO BIDDERS	

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40**
Marks

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

1.2 QUALITY PERFORMANCE **40 Marks**

marks	For Normal Cases : No Defects/ No Deviation/ No failure:		40
marks	i) Rejection/Defects	Marks to be allocated on	10
	ii) When quality	prorata basis for acceptable quantity as compared to total quantity for normal cases Failure of severe nature	
0 marks	failure endanger		5
marks	system integration and safety of the system	- low severe nature	10-25 marks
marks	iii) Number of	1. No deviation	5
marks	deviations	2. No. of deviations ≤ 2	2
marks		3. No. of deviations > 2	0

	INSTRUCTIONS TO BIDDERS	

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

	INSTRUCTIONS TO BIDDERS	

Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

	INSTRUCTIONS TO BIDDERS	

	1.1 DELIVERY/ COMPLETION PERFORMANCE	40
Marks		

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

	1.2 QUALITY PERFORMANCE	40 Marks

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 Failure of severe nature	10
0 marks	ii) When quality failure endanger		5
marks	system integration and safety of the system	- low severe nature	10-25 marks
marks	iii) Number of	1. No deviation	5
marks	deviations	2. No. of deviations $\leq$ 2	2
marks		3. No. of deviations > 2	0

	1.3 RELIABILITY PERFORMANCE	20 Marks

	INSTRUCTIONS TO BIDDERS	

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

	INSTRUCTIONS TO BIDDERS	

Annexure-III to Section-II

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

INSTRUCTIONS FOR PARTICIPATION IN E-TENDER

1. General

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

2. About E-Tender Portal (Web)

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

3. Bidders Manual Kit

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

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

4. Pre-requisite for participation in bidding process

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

	INSTRUCTIONS TO BIDDERS	

4.1 PC/Laptop with Windows OS, Internet Explorer

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

4.2 Internet Broadband Connectivity

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

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

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

4.4 User ID and Password for new Bidder(s)

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

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

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

	INSTRUCTIONS TO BIDDERS	

Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

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

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

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

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

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

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

4.6 About Digital Signature Registration

(I) What is a Digital Signature?

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

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

(a) In case of Proprietorship/Partnership

	INSTRUCTIONS TO BIDDERS	

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

(b) In case of Firm/ Company

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

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:

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

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

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

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

GAIL/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid

	INSTRUCTIONS TO BIDDERS	

will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

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

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

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

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

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

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

7. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision

	INSTRUCTIONS TO BIDDERS	

of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet
- i) Vendors are advised to log on to the website (<https://etenders.gov.in/eprocure/app>) and arrange to register themselves at the earliest, if not done earlier.
 - ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
 - iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to change / revise the bid and submit once again. Bid once withdrawn cannot be resubmitted.
 - iv) The server time (IST) (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders and determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - v) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
 - vi) The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
 - vii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed,

	INSTRUCTIONS TO BIDDERS	

the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid is liable for rejection.

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- viii) In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- ix) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- x) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xiii) Once the entire process of submission of online bid is complete, they will get an auto mail/SMS from the system stating you have successfully submitted your bid in the following tender with tender details.
- xiv) No manual bids/offers along with electronic bids/offers shall be permitted.
- xv) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

	INSTRUCTIONS TO BIDDERS	

- xvi)** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

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

9. EARNEST MONEY DEPOSIT (EMD)

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

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

10. E-Tender demo during pre-bid conference

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

11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

12. Internet connectivity

If bidders are unable to access e-tender portal <https://etenders.gov.in/eprocure/app> or Bid Documents, the bidders may please check whether they are using proxy to connect to

	INSTRUCTIONS TO BIDDERS	

internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

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

.....
Disclaimer:

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

Important Links for Hassle free bid submission:

Bidders Manual Kit :

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

Help For Contractors:

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

Information about DSC:

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

	INSTRUCTIONS TO BIDDERS	

ANNEXURE-IV to Section-II

BIDDING DATA SHEET (BDS)

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

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is 040-LYONS-GAIL-024				
1.1	The Employer/Owner is: GAIL (India) Limited				
2.1	The name of the Works/Services to be performed is: CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td>☐</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☒</td> </tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Attention: M. Girish Kumar Head – C&P Lyons Engineering Pvt. Ltd C-35, Lajpat Nagar Part I, New Delhi : 110024				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers <u>NIL</u>				
12	Additional Provision for Schedule of Rate/ Bid Price are as under:				

	INSTRUCTIONS TO BIDDERS	

	<u>NIL</u>																								
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 50%; text-align: center;">YES</td><td style="width: 50%; text-align: center;"> </td></tr> <tr> <td style="text-align: center;">NO</td><td style="text-align: center;"><input checked="" style="width: 80%;" type="checkbox"/></td></tr> </table> Details of Buyer: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Services to be rendered at</td><td>GAIL (India) Limited Gujarat</td></tr> <tr> <td>PAN No.</td><td>AAACG1209J</td></tr> <tr> <td>GST no.</td><td></td></tr> <tr> <td>GAIL Bank details</td><td> Details of GAIL's Bank is <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">STATE BANK OF INDIA</td></tr> <tr> <td style="width: 40%;">Bank Account No.</td><td>000000032849362991</td></tr> <tr> <td>Bank Address:</td><td>CAG II Branch, Red Fort Capital, Parsvnath Tower, Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</td></tr> <tr> <td>IFSC CODE</td><td>SBIN0017313</td></tr> <tr> <td>SWIFT CODE</td><td>SBININBB824</td></tr> <tr> <td>MICR CODE</td><td>110002562</td></tr> </table> </td></tr> </table>	YES		NO	<input checked="" style="width: 80%;" type="checkbox"/>	Services to be rendered at	GAIL (India) Limited Gujarat	PAN No.	AAACG1209J	GST no.		GAIL Bank details	Details of GAIL's Bank is <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">STATE BANK OF INDIA</td></tr> <tr> <td style="width: 40%;">Bank Account No.</td><td>000000032849362991</td></tr> <tr> <td>Bank Address:</td><td>CAG II Branch, Red Fort Capital, Parsvnath Tower, Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</td></tr> <tr> <td>IFSC CODE</td><td>SBIN0017313</td></tr> <tr> <td>SWIFT CODE</td><td>SBININBB824</td></tr> <tr> <td>MICR CODE</td><td>110002562</td></tr> </table>	STATE BANK OF INDIA		Bank Account No.	000000032849362991	Bank Address:	CAG II Branch, Red Fort Capital, Parsvnath Tower, Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.	IFSC CODE	SBIN0017313	SWIFT CODE	SBININBB824	MICR CODE	110002562
YES																									
NO	<input checked="" style="width: 80%;" type="checkbox"/>																								
Services to be rendered at	GAIL (India) Limited Gujarat																								
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IFSC CODE	SBIN0017313																								
SWIFT CODE	SBININBB824																								
MICR CODE	110002562																								
14	The currency of the Bid shall be INR																								
15	The bid validity period shall be 3 months (Three months) from final 'Bid Due Date'.																								
16.1, 16.10 and 38.6	In case - "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 Noida 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: As Above "CPS/....." in narration while remitting the CPS amount in GAIL's Bank Account.																								
D. SUBMISSION AND OPENING OF BIDS																									
ITB clause	Description																								

	INSTRUCTIONS TO BIDDERS	

18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22	The E-Tender No. of this bidding process is:040-LYONS-GAIL-024				
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 PMC's address is : Attn : Mr. M Girish Kumar Head – C&P Lyons Engineering Pvt. Ltd. C-35, Lajpat Nagar Part I, New Delhi - 110024				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☒</td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India of which stamp paper is required for Contract Agreement: Any State in India				
38	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☒</td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☐</td></tr> </table> <u>The value/ amount of Contract Performance Security/ Security Deposit:</u> CPS/SD @ 3% of Total Order / Contract value	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
39.2	Name and contact details of nodal officer are as under: Shri. KRM Rao Executive Director (C&P) GAIL (India) Ltd. New Delhi				
41	Provision of AHR Item : <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☒</td></tr> </table>	APPLICABLE	☒		
APPLICABLE	☒				

	INSTRUCTIONS TO BIDDERS	

	NOT APPLICABLE	☐
44.1	Quarterly Closure of Contract	
	APPLICABLE	☒
	NOT APPLICABLE	☐
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	☐
	NOT APPLICABLE	☒
49	Applicability of provisions relating to Startups:	
	APPLICABLE	☐
	NOT APPLICABLE	☒

	INSTRUCTIONS TO BIDDERS	

ANNEXURE-V TO SECTION-II

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

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

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

	INSTRUCTIONS TO BIDDERS	

- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent. physically or through electronic mode: and (b) conducts any business activity in India in any other manner.

3.0 SCOPE

- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) or Domestically Manufactured Products, Services or works Relating to Telecom under the respective policies.
- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

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

In case a MSEs bidder opts for purchase preference based on PP-LC, such bidder shall

	INSTRUCTIONS TO BIDDERS	

not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

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

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

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

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

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

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

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

5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.

5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.

5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

	INSTRUCTIONS TO BIDDERS	

- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1 In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:

- 6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

- 6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

6.1.3 Goods:

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

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

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

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

6.1.4 Services/EPC Contracts :

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

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

	INSTRUCTIONS TO BIDDERS	

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

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

6.1 LC of Goods

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

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

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

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

7.2 LC of service

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

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

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

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

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

7.3 LC of the EPC Contracts:

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

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

	INSTRUCTIONS TO BIDDERS	

of goods and services shall be counted in every activity of the combination work of goods and services.

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

7.4 Calculation of LC and Reporting

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

8.0 CERTIFICATION AND VERIFICATION

- 8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':
- 8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.
- 8.5 GAIL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

9.0 Sanctions

- 9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which GAIL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

	INSTRUCTIONS TO BIDDERS	

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

PROCEDURE FOR AWARD OF CONTRACTS/ ORDERS

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

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

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

- 1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I

	INSTRUCTIONS TO BIDDERS	

local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- ii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY "
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	UNDERTAKING REGARDING SUBMISSION OF CPBG IN STIPULATED TIME
F-19	UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, AFFIDAVIT I CERTIFIED DOCUMENTS FOR PURCHASE PREFERENCE POLICY(S), ETC.
F-20	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED
F-21	GUARANTEE FROM FORGEIN BASED SUPPLIER
F-22	UNDERTAKING FROM COMPANY SECRETARY OF FORGEIN BASED SUPPORTING COMPANY
F-23	FORMAT OF PBG TO BE SUBMITTED BY FORGEIN BASED SUPPORTING COMPANY

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F-24	FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMNET
F-25	FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT
F-26	DECLARATION ON PROCEEDING UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
F-27	CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING
F-28	UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-1 LOCAL SUPPLIERS ONLY
F-29	SELF CERTIFICATION BY BIDDER WHO IS CLASS -i/CLASS II LOCAL SUPPLIER TOWARDS MANDATORY LOCAL CONTENT
F-30	CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/CHARTERED ACCOUTNAT OF THE BIDDER WHO IS CLASS I /CLASS II SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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

	INSTRUCTIONS TO BIDDERS	

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 it ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it 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.	

	INSTRUCTIONS TO BIDDERS	

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

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

FORMAT F-2

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR
CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR
CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD
TAP-OFF TERMINAL

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

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

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

We, _____ the _____ having _____ our _____ Head Office _____ Bank _____ at _____ (Local Address)

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should

	INSTRUCTIONS TO BIDDERS	

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

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

Notwithstanding anything contained herein:
9.

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

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

	INSTRUCTIONS TO BIDDERS	

FORMAT F-2A

DECLARATION FOR BID SECURITY

(FOR EMD / BID SECURITY EXEMPTED BIDDERS ONLY)

To,

M/s GAIL (INDIA) LIMITED

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	INSTRUCTIONS TO BIDDERS	

F-3
LETTER OF AUTHORITY

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

Ref:
To,
M/s GAIL (INDIA) LIMITED

Date:

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR
CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR
CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD
TAP-OFF TERMINAL

Dear Sir,

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

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

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

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

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

Note:

- (i) This "Letter of Authority" should be on the **"letterhead"** of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

	INSTRUCTIONS TO BIDDERS	

F-4

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

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide 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 CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

	INSTRUCTIONS TO BIDDERS	

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the contractor is unable to complete the 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 contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
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.
10. Notwithstanding anything contained herein:
11.
 - 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
12.
 - 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

	INSTRUCTIONS TO BIDDERS	

.....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security



INSTRUCTIONS TO BIDDERS



Annexure

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

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

	INSTRUCTIONS TO BIDDERS	

F-5

AGREED TERMS & CONDITIONS

To,

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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.

SI.	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.	

	INSTRUCTIONS TO BIDDERS	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
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 or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / 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 have furnished Bid Security Declaration	
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.	

	INSTRUCTIONS TO BIDDERS	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank 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	

	INSTRUCTIONS TO BIDDERS	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
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 – Works available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
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.	

	INSTRUCTIONS TO BIDDERS	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
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 dealt as per clause no. 13.13 of Section-III.	
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.	
27.	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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

	INSTRUCTIONS TO BIDDERS	

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR
CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR
CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD
TAP-OFF TERMINAL

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

	INSTRUCTIONS TO BIDDERS	

F-7
BIDDER'S EXPERIENCE

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

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	Bid Security /Declaration for Bid Security 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.		

	INSTRUCTIONS TO BIDDERS	

5.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PP-LC bidder).		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-V 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-V to Section-III</i> are submitted.		
7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

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

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	(a) (b) (c)		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Any other technical criteria in BEC	(a) (b) (c) <i>(Dealing Officer to specify the details of documents above).</i>		Yes/No	
Financial BEC					

	INSTRUCTIONS TO BIDDERS	

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

	INSTRUCTIONS TO BIDDERS	

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

F-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
 (To be provided on Bank's letter head)

To,
 M/s GAIL (INDIA) LIMITED
 NOIDA

SUB : ARC TENDER REF : 040-LYONS-GAIL-015 FOR TRANSPORTATION OF PROJECT MATERIALS ON PAN INDIA BASIS

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)
 Name of the signatory:
 Designation :
 Email Id :
 Contact No. :
 Stamp

Note:

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

	INSTRUCTIONS TO BIDDERS	

F-10

M/s GAIL (INDIA) LIMITED
NOIDA

SUB : ARC TENDER REF : 040-LYONS-GAIL-015 FOR TRANSPORTATION OF PROJECT MATERIALS ON PAN INDIA BASIS

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

	INSTRUCTIONS TO BIDDERS	

*Refer Instructions

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant/CPA Name:

Date: Designation:

Seal:

Membership No.:

UDIN:

Instructions:

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

	INSTRUCTIONS TO BIDDERS	

F-11
FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT
NOT APPLICABLE

This Consortium Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the "Member-I/' 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II/' 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III/' 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of
(Name of Project) of M/s (herein after called the 'Owner').

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium bidder shall provide in its bid a Consortium Agreement in an acceptable format in which the Members to the Consortium are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

	INSTRUCTIONS TO BIDDERS	

1. We the Members in the Consortium hereby confirm that the name and style of the Consortium shall be Consortium.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium (if selected by the Owner), we the Members to the Consortium, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.

	INSTRUCTIONS TO BIDDERS	

9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member-II
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

For M/s. (..... Member-III
.....
(Signature of authorised Representative)

Name:

	INSTRUCTIONS TO BIDDERS	

F-12
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____

	INSTRUCTIONS TO BIDDERS	

F-13

To,

GAIL India Ltd.
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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)

	INSTRUCTIONS TO BIDDERS	

INTEGRITY PACT

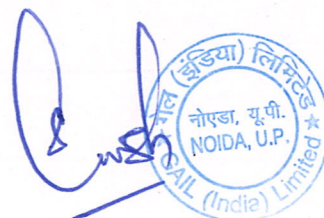
INTEGRITY PACT

INTRODUCTION:

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

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

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



ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, 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"**

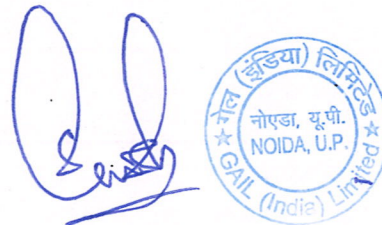


INDEPENDENT EXTRNAL MONITORS (IEMS)

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

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

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

A handwritten signature in blue ink is positioned to the left of a circular blue stamp. The stamp contains the text 'गैल (इंडिया) लिमिटेड' (GAIL India Limited) in Hindi and 'NOIDA, U.P.' in English, with stars on either side.

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").

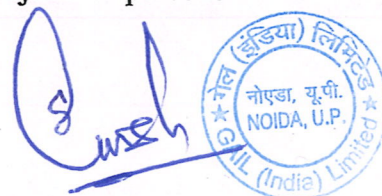
PREAMBLE

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

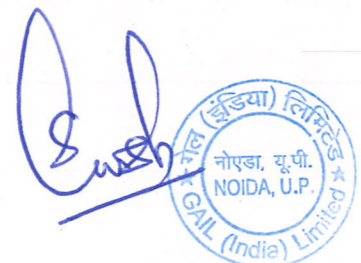
1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or 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

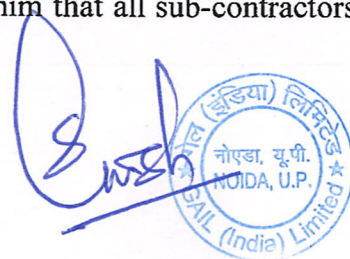
1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 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.



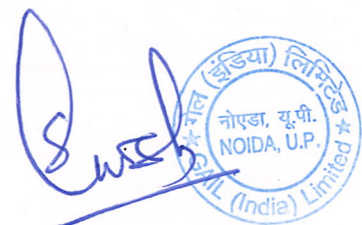
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

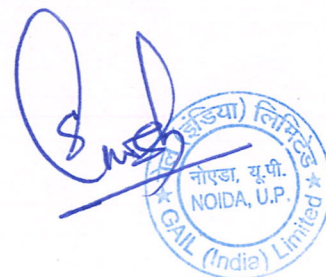


6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the C&MD, GAIL within 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.
8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. 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.

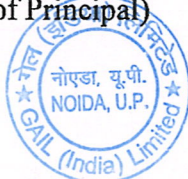


Section 10 – Miscellaneous provisions

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)

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

	INSTRUCTIONS TO BIDDERS	

F-15 INDEMNITY BOND

WHEREAS GAIL (India) Ltd. (hereinafter referred to as “**GAIL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s* (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also advised the Contractor to execute an Indemnity Bond in general in favour of GAIL indemnifying GAIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GAIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GAIL under or in relation to this contract. The Contractor undertakes to compensate and pay to GAIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GAIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GAIL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of GAIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GAIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

	INSTRUCTIONS TO BIDDERS	

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

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

	INSTRUCTIONS TO BIDDERS	

F-16

To,

GAIL (India) Ltd.

NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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 GAIL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

	INSTRUCTIONS TO BIDDERS	

F-17

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,

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

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 (✓ or X) above).

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

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

	INSTRUCTIONS TO BIDDERS	

F-18

UNDERTAKING ON LETTERHEAD

To,

GAIL India Ltd.

NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (**Name of Bidder**) is:

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

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

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

F-19

**UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED
DOCUMENTS RELATING TO BEC, AFFIDAVIT / CERTIFIED
DOCUMENTS FOR PURCHASE PREFERENCE POLICY(S),
ETC.**

To,
GAIL (INDIA) LIMITED
NOIDA

SUB: SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir,

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as specified in tender document. Hence, we are submitting the self-certified documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc (wherever applicable).

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as per tender provisions after normalization of situation.

Place
Date:

Signature of Authorised Signatory
Designation :

	INSTRUCTIONS TO BIDDERS	

F-20

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

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

Whereas

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

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

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

- a) M/s. _____ (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GAIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if

	INSTRUCTIONS TO BIDDERS	

their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company

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

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

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

Witness:

- 1)
- 2)

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

Witness:

- 1)
- 2)

	INSTRUCTIONS TO BIDDERS	

F-21

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

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

FOR

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

TOWARDS

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

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

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

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

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

	INSTRUCTIONS TO BIDDERS	

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

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

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

	INSTRUCTIONS TO BIDDERS	

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

	INSTRUCTIONS TO BIDDERS	

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

	INSTRUCTIONS TO BIDDERS	

F-22

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed alongwith the Guarantee.

	INSTRUCTIONS TO BIDDERS	

F-23

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

To,

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

Dear Sir(s),

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

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

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

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

	INSTRUCTIONS TO BIDDERS	

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

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GAIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

	INSTRUCTIONS TO BIDDERS	

11. Notwithstanding anything contained herein:

12.

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

13.

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail :

Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"PERFORMANCE SECURITY / SECURITY DEPOSIT " BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

	INSTRUCTIONS TO BIDDERS	

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

	INSTRUCTIONS TO BIDDERS	

F-24

FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT

To,
GAIL (INDIA) LIMITED
 NOIDA

To whom-so-ever it may concern

SUB: SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

As per books of records of M/s. (Company name) , this is to certify that bidder owns the following assets;

Sl. No.	Make/Model	Capacity	Qty	Year of Mfg

(Signature of Chartered Account)

Place: -----

Membership No. of CA: -----

UDIN NO:

Date: DD.MM.YYYY

Firm Registration No.: -----

Note: The above certificate shall be issued in the letter head of Chartered Accountant

	INSTRUCTIONS TO BIDDERS	

F-25

FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT

**To,
GAIL (INDIA) LIMITED
NOIDA**

To whom-so-ever it may concern

SUB: SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

During our visit to various storage yards and project sites of M/s. (Bidder's Name), from (Date) to (Date), we have inspected the condition of equipment mentioned below (or in attachment). We certify that the below mentioned equipment are in good health and working condition presently. Further, these equipment are fit be deployed in Project Name.

Sl. No.	Make/Model	Capacity	Qty	Year of Mfg	Present location of equipment

(Signature of Chartered Engineer)

Place: -----

Membership No. of CE: -----

Date: DD.MM.YYYY

Firm Registration No.: -----

Note: The above certificate shall be issued in the letter head of Chartered Engineer

	INSTRUCTIONS TO BIDDERS	

F-26

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

To,
GAIL (INDIA) LIMITED
 NOIDA

SUB: SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

We hereby declare that I/We ,M/s _____ , declare that :

- (i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. OR
- (ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.
 - (a) _____
 - (b) _____
 - (c) _____

(Attach details in separate sheet)

Note: Strike out either (i) or (ii) as applicable. It is understood that if this declaration is found to be false, GAIL (India) Limited shall have the right to reject my/our bid, and action shall be taken as per declaration for bid security. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to GAIL (India) Limited.

Place:

Signature of Bidder

	INSTRUCTIONS TO BIDDERS	

F-27

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

UNDERTAKING ON LETTERHEAD

To,

GAIL India Ltd.

NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (Name of Bidder) is:

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

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

We further certify that bidder M/s_____ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	INSTRUCTIONS TO BIDDERS	

FORM-28

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

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

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

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	NOT APPLICABLE
Policy to Provide Purchase Preference (linked with local content)	

Note:

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

Place:
Date:

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

	INSTRUCTIONS TO BIDDERS	

FORM-29

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

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR
CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM
M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (***Name of Bidder***)/ ***M/s*** meet the mandatory
minimum Local content requirement of% specified for Class-I Local supplier/ Class-
II Local supplier (~~*strikethrough which is not applicable*~~) under Policy to Provide Purchase Preference
(linked with local content).

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

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

	INSTRUCTIONS TO BIDDERS	

FORM-30

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

To,

M/s GAIL (INDIA) LIMITED
NOIDA

SUB: TENDER NO: E-Tender ref : 040-LYONS-GAIL-024 – TENDER DOCUMENT FOR
CONSTRUCTION OF STEEL PIPELINE AND ASSOCIATED FACILITIES FOR CONNECTIVITY FROM
M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that **M/s** _____ (**Name of Bidder**)/ **M/s** meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**)."

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

GAIL (INDIA) LIMITED

**CONSTRUCTION OF STEEL PIPELINE LAYING AND ASSOCIATED
FACILITIES FOR CONNECTIVITY FROM M/S VEDANTA LIMITED
(CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL**

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SPECIAL CONDITIONS OF CONTRACT

1 GENERAL

DEFINITIONS

(GCC Clause

1.0)

- 1.1. In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:
- 1.1.1. Definitions
- | | |
|-----------------------|---|
| Effective Date | shall mean the date on which Contractor’s obligations will commence and that will be date of issuance of Fax of Acceptance (FOA). |
| Mechanical Completion | shall mean completion of pipeline and station work including pre-commissioning (as defined in PTS) and make the system ready to start commissioning activities. |
| Commissioning | shall mean activities including final drying, filling the nitrogen (if required), commissioning with gas, testing of golden tie-ins, acceptance of final dossier and all other relevant activities associated with Civil, Electrical and Instrumentation. |
- 1.2. Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.3. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.6. The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.7. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
- (i) Contract Agreement
 - (ii) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any.
 - (iii) Fax / Letter of Intent / Fax of Acceptance
 - (iv) Schedule of Rates/BOQ as enclosures to Fax of Acceptance.
 - (v) Job / Particular Specifications.
 - (vi) Drawings
 - (vii) Technical / Material Specifications
 - (viii) Special Conditions of Contract
 - (ix) Instruction to Bidders
 - (x) General Conditions of Contract

(xi) Indian Standards

(xii) Other applicable Standards

- 1.8. It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.9. In the absence of any Specifications covering any material, design of work(s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2. SCOPE OF WORK & SCOPE OF SUPPLY

- 2.1. The Scope of work covered in this Contract will be as described in Annexure – I to SCC, Particular Technical Specification (PTS), Job specifications, Standard Specifications, Schedule of Rates/BOQ etc. The Scope of supply covered in this Contract will be as described in Annexure -II to SCC, Particular Technical Specifications (PTS), Standard Specifications, Schedule of Rates/BOQ etc. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3. SUPPLY OF WATER, POWER & OTHER UTILITIES

- 3.1. The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:
- 3.1.1. The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Owner/Consultant shall not supply water, power and other utilities.
- 3.1.2. Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office. Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall no claims in respect of any such surplus material disposed of as aforesaid.
- 3.1.3. Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such trees being cut shall be prepared and forest / municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of samplings in that area. Cutting of tree for any purposes (fuel etc.) by workers are strictly prohibited.

4. TIME OF COMPLETION

- 4.1. The work shall be executed strictly as per COMPLETION SCHEDULE/COMPLETION PERIOD given in Annexure - III to SCC in the bidding document. The period of completion given includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer- In – Charge.
- 4.2. The time of completion shall be reckoned from the date of Issue of Fax of Acceptance (FOA).
- 4.3. A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will be taken into account the time of completion mentioned above.
- 4.4. Monthly/Weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programme as per above clause. The Contractor shall scrupulously adhere to these Targets/ Programme by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 4.5. If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding

document, the Owner/Consultant at its option may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.

- 4.6. Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done so previous day in the proforma prescribed by Engineer-in-Charge.
- 4.7. The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.
- 4.8. The Bidder shall also consider local labour/ Trade unionism in Uttarakhand while quoting. No waiver shall be attributable to the stoppage due to union activities & due to the influence of trade unionism and adverse weather conditions.

5. DRAWINGS AND DOCUMENTS

- 5.1. The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the Owner/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued /approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2. The drawings / documents to be submitted by the Contractor to Owner/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Owner/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Owner/Consultant are accompanied by relevant calculations, data as required and essential for review of the drawings / documents. Consultant shall review the drawings / documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3. All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Owner/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certification to this effect. All documents/drawings & submissions made to Owner/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the contractor's account.
- 5.4. The review of documents and drawings by Owner/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Owner/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.5. Copies of all working/shop drawing relating to the works shall be kept at the contractor's office at the site and shall be made available to the Engineer-in-Charge/Owner/Consultant at any time during execution of the contract. However no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.
- 5.6. The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/extension.

6. COMPLIANCE WITH LAWS

- 6.1. The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
 - i. Contract Labour (Regulation & Abolition) Act 1970 & the center rules, 1971 framed there under.
 - ii. Payment of Wages Act
 - iii. Minimum Wages Act
 - iv. Employer's Liability Act
 - v. Factory Act
 - vi. Apprentices Act
 - vii. Workman's Compensation Act
 - viii. Industrial Dispute Act
 - ix. Environment Protection Act

- x. Wildlife Act
- xi. Maritime Act
- xii. PNGRB Act.
- xiii. GST Regulation
- xiv. Any other Statute, Act Law as may be applicable.

7. GOVERNMENT OF INDIA NOT LIABLE

- 7.1. It is expressly understood and agreed by and between the Contractor and the Owner/Consultant that the Owner/Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner/Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner/Consultant is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

8. REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)- VOID

- 8.1. Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contractor at their own cost with the Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner/Consultant for record.

9. LIMITATION OF LIABILITY

- 9.1. The final payment by the Owner/Consultant in pursuance of the Contract terms shall not meant release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfils all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/Consultant.
- 9.2. Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

10. CONTRACT PERFORMANCE GUARANTEE

Please refer clause No. 38 of ITB (Section III of Volume I) and clause No. 24.0 of GCC (General Conditions of Contract). In addition to Clause No. 38 of ITB and 24 of GCC following will also apply.

- 10.1. In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 10.2. The Owner/ Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/ or in respect of any amount due from the Contractor to the Owner/ Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner/ Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/ Earnest Money amount and no compensation for the works performed shall be payable upon such termination.
- 10.3. Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty /guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of

Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid until the expiration of the guarantee period for entire works covered under the contract.

- 10.4. In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Owner/ Consultant may without prejudice to any other right or remedy available to the Owner/ Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27.0 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

11. TAXES, DUTIES AND LEVIES IN INDIA

- 11.1. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner/ Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner/ Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST as applicable.
- 11.2. Owner/ Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.
- 11.3. Bidder shall take care of all applicable taxes & duties while submitted their prices.
- 11.4. Any errors of interpretation of applicability of taxes/duties by bidders shall be to their account.

12. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

- 12.1. The Contractor agrees to and does hereby accept full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as in force on bid due date or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.

13. SUBSEQUENT LEGISLATION

- 13.1. All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes/duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the GAIL's account but such Taxes/ duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

14. STATUTORY VARIATION IN TAXES & DUTIES

- 14.1. Pursuant to Clause no. 11 above, Clause 100.1 of GCC is modified to the following extent.
- 14.2. The statutory variation in GST within the Contractual completion period shall be to Owner's account, against submission of the documentary evidence. However, any increase in the rate of GST beyond the Contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner/ Consultant.

- 14.3. The base date for the purpose of applying statutory variation shall be the due date of submission of last price bid.

15. INCOME TAX & CORPORATE TAX

- 15.1. Please refer Clause No. 43 of ITB (Section III) of Volume I.

16. IMPORT LICENCE

- 16.1. Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Owner/Consultant will not provide import license.

17. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS-VOID

- 17.1. Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable Taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

18. INTELLECTUAL PROPERTY

- 18.1. Neither Owner/Consultant nor Contractor nor their personnel, agents or any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Owner/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Owner/Consultant or prepared by the Contractor solely for the purpose of the performance of works, including all copies made thereof by the Contractor.

19. FIRM PRICE

- 19.1. The quoted prices shall be firm and shall not be subjected to price escalation till the work is completed in all respects.

20. WORKS CONTRACT

- 20.1. The work covered under this contract shall be treated as "Works Contract".

21. PROVIDENT FUND ACT

- 21.1. The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan /receipt for the payment made to RPFC for the preceding months.

22. PAYMENT TERMS AND MODE OF PAYMENT

- 22.1. The terms and mode of payment shall be as per ANNEXURE-V here to.

23. MOBILIZATION ADVANCE

- 23.1. Contractor, if requested, shall be paid recoverable interest-bearing Mobilization Advance up to a maximum of 10% (Ten Percent) of awarded Contract Value. The mobilization advance will attract an interest rate (medium term) at Marginal Cost of Fund based Lending rate (MCLR) for one year charged by SBI (applicable on the date of disbursement of mobilization advance) plus 02 % per annum on reducing balance basis.

The Bank Guarantee etc. taken towards security of “Mobilization Advance” should be atleast 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.

The mobilization advance shall not be paid in less than two installments (each maximum of 5%) subject to the fulfilment of the following conditions,

23.1.1 FIRST INSTALLMENT

5% (Five percent) of Contract value shall be payable as the first installment of mobilization advance, within 15 (Fifteen) calendar days, after fulfilling the following formalities by the Contractor:

- a) Signing of contract agreement by the Contractor.
- b) Submission of the Contract Performance Bank Guarantee.
- c) Submission of the Mobilization Advance Guarantee.

23.1.2 SECOND INSTALLMENT

Balance 5% (five percent) shall be payable after fulfilling the following formalities by the Contractor,

- a) After the contractor has constructed a site office, storage shed, fabrication yard etc. and has physically mobilized construction equipment (as per Annexure IX of SCC) and is ready to start the works to the entire satisfaction of the Engineer-In-Charge
- b) Submission of Mobilization Advance Guarantee.

23.2. RECOVERY OF MOBILISATION ADVANCE

- 23.2.1 Recoveries will be effected from each running account bill at the rate of 10% of the gross bill value, till the entire Mobilization advance (together with interest occurred thereon) is fully recovered. In any case, Mobilization advance shall be fully recovered before release of payment due towards Mechanical Completion/ Pre-Final bill.

- 23.2.2 Bank Guarantee against mobilization advance shall be released after recovery of Interest and Principal Amount or completion of work whichever is earlier.

24. CHANGE ORDERS / EXTRA WORKS / DEVIATIONS

- 24.1. A change order will be initiated in case:

- i) The Owner/Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
- ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner/Consultant and for which cost and time benefits shall be passed on to the Owner/Consultant.

- 24.2. Any changes required by the Owner/Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

- 24.3. Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a “Variation”) shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.

- 24.4. If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner/Consultant in writing.

- 24.5. If there is a difference in opinion between the Contractor and the Owner/Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in para 24.7.8 and 24.7.9 here below.
- 24.6. Within 10 (Ten) working days of receiving the comments from the Owner/Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/are potential change(s), if applicable, will be submitted to the Owner/Consultant.
- 24.7. Procedure
- 24.7.1. During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner/Consultant, they shall discuss the matter with Owner/Consultant's representatives.
- 24.7.2. In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner/Consultant's Representative.
- 24.7.3. In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 24.7.4. If it is mutually agreed that the project requirement/inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 24.7.5. Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 24.7.6. The results of this study would be discussed mutually to enable Owner/Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 24.7.7. If Owner/Consultant's representative accepts the change order in writing then Contractor shall proceed the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner/Consultant. The Owner/Consultant's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner/Consultant's representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner/Consultant, the voucher shall nevertheless be signed by the Owner/Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner/Consultant and the Contractor regarding their cost allocation.
- 24.7.8. In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner/Consultant's representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.
- 24.7.9. The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 24.7.10. Should the amount of Extra Work/Change Order, if any, which the Contractor may be required to perform by the Owner/Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the work or for such Extra Work only, the Owner/Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.
- 24.8. Owner/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner/Consultant, Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

25. CONSTRUCTION RIGHT-OF-USE AND PERMITS

- 25.1. Owner has acquired the ROU free of any encroachments/temporary/permanent structures under P&MP act in general. Acquiring of ROU means publishing of 3(1) and 6(1) Gazette notification under P&MP act 1962. Contractor shall open the ROU with revenue team of competent authority appointed by GAIL and start the construction activities. Opening of ROU to start construction works and related activities, management & maintaining of ROU during entire period of execution through necessary liaison & coordination with local people / Farmers / authorities for ensuring hindrance free construction works at site shall be the responsibility of contractor. In case any obstruction by landowner(s)/farmers/ villagers or encroachments or structures are

- encountered during execution, same shall be got removed by the contractor. All costs towards such activities shall be to Contractor's account. Compensations rightfully due and applicable as per provisions of the P&MP act shall be paid by Owner.
- 25.2. It shall be Contractor's responsibility to make arrangement for any additional land required for fabrication, construction, storage and all other work areas.
 - 25.3. Contractor shall carry out construction work within the width as made available to him. Where the pipeline route passes through forest/plantation areas contractor shall clear only the minimum width required for laying the pipeline as per Company's approved procedure for pipeline construction. Felling of trees/plants shall be minimized. Damage to any obstruction, temporary/permanent structure, boundary walls etc. within ROU shall be repaired and restored and cost of repairs/restoration shall be to Contractor's account. Contractor shall arrange for additional working space as required for the purpose of pipeline construction at his own cost & time.
 - 25.4. The Contractor must ensure that during laying of the pipeline minimum damage occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local Government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.
 - 25.5. During pipeline construction, measures shall be adopted in order to minimize the impact of pipeline construction activities on the environment. During ROU clearance, the vegetation shall be cut off at ground level leaving the roots intact. Only stumps and roots directly over the trench shall be removed for pipeline Installation.
 - 25.6. In case of any detour from the acquired ROU due to constructability problems or otherwise, contractor may be permitted to do so after approval from CA /Company. All statutory payments shall be paid/ reimbursed by Company. However, such activity shall not affect the construction schedule and overall completion period. In case of local detour due to non availability of Legal ROU, contractor has to negotiate and arrange the ROU for laying of pipe line without affecting the schedule. Compensation payable under P&MP act shall be paid by GAIL. All other costs if any shall be to the contractors account. Company shall proceed with regular notifications etc. in due course for the detoured portion.
 - 25.7. Clean-up and restoration of ROU and other conveniences like road, rail, canals, cultivable land, water facilities, irrigation facilities, boundary wall/fence etc. to original condition as per specification and drawings to the entire satisfaction of Company and/or Landowner/Cultivator/ Authorities having jurisdiction over the same, including disposal of surplus excavated soil and other construction materials to a location identified by Contractor approved by local authority without causing any disturbance to environment and to the entire satisfaction of the Company.
 - 25.8. Contractor shall arrange necessary clearance from the concerned authorities/land owners to the effect that ROU/ ROW has been restored back to original condition. Contractor shall carry out joint survey with representative of Competent Authority (CA) and will obtain clearance in writing from CA that ROU has been restored to original condition. Necessary clearance from statutory authority / NOC for restoring the ROU to original condition shall be in Contractor's scope. However, if the owner does not give the NOC, payment may be released to the contractor if the restoration is done physically and to the satisfaction of Owner / Consultant / CA and is certified & accepted by Engineer-in-charge as per the tender specifications. Necessary Proof of restoration i.e. through photographs and video recordings will have to be submitted by the contractor wherever NOC is not available.
 - 25.9. Local state Government may impose Taxes/ Duties/ royalty etc towards the excavation and filling of earth for the pipe line and terminals works. It is the responsibility of contractor to make such payments without any cost implications to GAIL.
 - 25.10. Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register and shall be jointly signed.
 - 25.11. The contractor must ensure that during installation of the pipeline minimum damage/disturbance occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.
 - 25.12. Company has acquired the ROU free of any encroachments/temporary/permanent structures. However, in case any such encroachments or structures are encountered during execution, the same shall be got removed by the contractor or local detouring of pipeline shall be carried out.

- 25.13. ROU shall be opened in stretches and may not be continuous. In such an event contractor shall skip the section and jump over to next stretch where ROU is available, without any cost & time implication to the Company.
- 25.14. The Contractor shall arrange working ROU to lay the pipeline wherever it is observed that available ROU is less from the construction requirement (equipment, vehicle etc. movement) for smooth laying of pipeline within completion period as defined in bid document and all expenses on this account shall be to contractor's account.

26. CONSTRUCTION EQUIPMENT AND ORGANIZATION

26.1. CONSTRUCTION EQUIPMENT

- 26.1.1. Bidder shall meet the requirement regarding deployment of minimum construction equipment as specified in the Bidding Document at Annexure- IX to SCC. Bidder shall also submit their compliance for deployment of equipment as above along with the bid.
- 26.1.2. The complete list of minimum critical equipment required to be owned by the bidder is attached as Annexure-IXA to SCC with the Bidding Document. Bidder shall also submit their compliance for deployment of equipment as above along with the bid.
- 26.1.3. The complete list of Hired / leased equipment along with MOU from the owner to be submitted by the bidder, are mentioned in Annexure IXB to SCC. Bidder shall also submit their compliance for deployment of equipment as above along with the bid.
- 26.1.4. The Owner/Consultant shall not supply any Construction Equipment.

26.2. Manpower Deployment

- 26.2.1. Bidder shall meet the requirement regarding deployment of minimum construction manpower as specified in the bidding document at Annexure-X to SCC. Bidder shall also submit their compliance for deployment of manpower along with the bid. Qualification and Experience of key construction personnel shall be as per Annexure-XA to SCC.
- 26.2.2. Schedule of Labour & Equipment Rates
- Hiring / Recovery Rate for Deployment of Manpower attached as Annexure- XI to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.
- Equipment Hiring / Recovery Rates attached as Annexure-XII to SCC shall be used for analysing rates for extra items and recovery for non-deployment of equipment.

27. MECHANISED CONSTRUCTION

- 27.1. Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and type of the plant & machinery applicable for different activities in consultation with the Engineer-in-Charge during execution of works.
- 27.2. Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant/Consultant in this regard shall entertain no claim whatsoever.

28. GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 28.1. Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipment are kept open.
- 28.2. Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.
- 28.3. During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring,

bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

- 28.4. Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.
- 28.5. Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite.
- 28.6. Erection Of Equipment
 - 28.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Employer/Consultant.
 - 28.6.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.
 - 28.6.3 Grouting of equipment, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.
- 29. PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER**
 - 29.1. Contractor shall mobilize and deploy equipment in good working condition as per month wise built-up of equipment indicated in the "Minimum Construction Equipment Deployment Schedule" (MCEDS) enclosed as Annexure-IX to SCC. In case issue of line pipe is later than 75 days from FOA the zero date of MCEDS will be shifted to the extent of deferment of issue of line pipe.
 - 29.2. "In case during execution, adequate front is not available at site, contractor may request for delayed mobilization of certain equipment and submit for approval, the revised equipment built-up schedule, maintaining the total quantum of equipment day/ equipment month to be deployed remain unchanged. In such case, the "Revised Minimum Construction Equipment Deployment Schedule" as recommended by Engineer-in-charge (PMC) and approved by Construction-In- Charge (GAIL India Limited) shall be applicable".
 - 29.3. Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor/ PMC/ GAIL shall be maintained and submitted along with each RA bill.
 - 29.4. In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved MCEDS and Manpower, recovery shall be effected from contractor's running bills as certified by ENGINEER-IN-CHARGE. The recovery shall be for the delayed period / shortfall beyond but not including the permissible mobilization period / month for each such equipment based on the hiring / recovery rates specified elsewhere in the bidding document.
 - 29.5. If found necessary, GAIL / PMC may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at Annexure-XI & XII to SCC respectively.
 - 29.6. In case of early mobilization or additional mobilization of equipment as compared to required equipment (based on approved MCEDS) to meet the schedule requirement. Contractor shall not be entitled for any extra claim.
 - 29.7. "An equipment and key personnel may be demobilized by the contractor on completion of its work at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key personnel by the contractor will attract recovery as per the hiring / recovery rates specified in Annexure-XI & XII to SCC".
 - 29.8. "Deduction under this clause is in addition to PRS applicable pursuant to GCC clause 27.0 and SCC Clause. The provision of GCC clause no. 27.0 shall have no bearing on this clause. The Contractor's maximum liability towards deduction for non-deployment of requisite minimum equipment and manpower shall be limited to 2.5% of contract price".
 - 29.9. "In case time extension is granted without application of Price Reduction Schedule (PRS), then amount deducted on account of MCEDS & Manpower will be refunded to the contractor".

- 29.10. NOC from sub-contractor, if any (deployed after getting approval from GAIL /PMC) regarding receipt of payment from contractor upto previous month to be submitted alongwith RA Bill.
- 29.11. In case of final bill, contractor shall be required to submit NOC from subcontractor about receipt of full payment from the contractor.
- 29.12. "Substitute / Equivalent equipment shall not be acceptable for equipment listed in Annexure-IXA. However for other equipment listed as Category-1 & Category-2, in Annexure-IXB, equivalent/substitute equipment may be accepted, as decided by Engineer-in-Charge".
- 29.13. Base schedule duly signed by Contractor, PMC & GAIL shall be submitted within 21 days of Kick off Meeting (KOM)
- 29.14. Contractor to submit quarterly closure reports jointly signed along with GAIL/PMC.
- 29.15. SCHEDULE FOR SUBMISSION OF DOCUMENTS

Schedule for submission of documents is enclosed in the bid document. In case of delay in the mentioned schedule, recovery shall be applied at the rate of INR 10,000 per Procedure/ Drawing/ QAP (as applicable) limiting to maximum INR 15.0 Lacs. In case the Contractor achieves the contractual completion period for commissioning of the pipeline, the already deducted amount on account of delay in submission of documents, shall be refunded.

30. MEASUREMENT OF WORKS

- 30.1. In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Annexure-IV to SCC shall also apply.

31. REPAIR OF PIPE DEFECTS

- 31.1. Immediately prior to aligning pipe for welding, the beveled ends of each joint of pipe and the area immediately adjacent thereto (at least 25mm from the edge on the inside and outside of the pipe) shall be thoroughly cleaned of paint, rust, mill scale, dirty or other foreign matter by use of power drive wire buffing wheels, disc sanders, or by other methods approved by Employer/Consultant. This shall be done at no extra cost to Employer/Consultant.
- 31.2. All damaged ends of pipe that are bent, cut or otherwise mutilated to such an extent that in the opinion of the Employer/Consultant, faulty alignment or unacceptable welding would result, shall be repaired or cut-off and re-beveled to the correct angle with a beveling machine of a type approved by Employer/Consultant. No compensation shall be allowed by reason of such re-cutting or beveling, except when required because of the original bevel being damaged before the pipe is "taken over" by Contractor.
- 31.3. Dents in bevels with a depth of less than 1 mm shall be removed by Contractor during cleaning and grinding, ahead of the welding in the field. Contractor shall re-bevel dented bevel ends with a depth between 1 and 3 mm. Dents over 3mm depth shall be repaired by cutting and re-beveling.

32. ISSUE OF OWNER SUPPLIED MATERIALS

- 32.1. For the conditions of issue of material and reconciliation refer enclosed Annexure – VIII to SCC.
- 32.2. The reconciliation of material shall be applicable only for the materials issued by Owner as free issue to the contractor.

33. LOCATION OF DUMPYARD/WAREHOUSE/STORAGE YARD

- 33.1. The Dump yard / Warehouse / Storage Yard is situated at the locations as mentioned in the Scope of Work.
- 33.2. The Contractor shall collect the line pipes from the above dump yard(s) and arrange handling of pipes including crane etc. for unloading, transportation of pipes to required location or pipeline ROU shall be the responsibility of contractor.
- 33.3. Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from the Owner/Consultant's designated storage yard (s) as directed by Engineer – In – Charge. Contractor shall arrange for handling of FIM including crane etc for loading/unloading, transportation of FIM to required site location free of cost.
- 33.4. Contractor shall lift the entire quantity envisaged for the contract (inclusive of 10% extra pipe quantity) to cater to the wastage, re-routing etc., encountered during the construction & store it properly in the pipe yard maintained by the Contractor.

34. STATUTORY APPROVALS

- 34.1. Owner shall obtain general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Owner at actual on production of documentary evidence.
- 34.2. The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner/Consultant to the contractor on production of documentary evidence.
- 34.3. Any change/ addition required to be made to meet the requirements of the statutory authorities including the requirement not covered in bid document, shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.
- 34.4. Statutory approvals of all type of permanent buildings are to be in the scope of contractor. Detection/intimation of foreign utility and pipelines shall be in the scope of Contractor. Necessary safety of such utilities shall be ensured by the Contractor during construction.

35. TESTS AND INSPECTION

- 35.1. The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work.
- 35.2. All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.
- 35.3. The work is subject to Inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 35.4. The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 35.5. Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.
- 35.6. All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 35.7. For materials supplied by Owner/Consultant, Contractor shall carry out the tests, if required by the Engineer-in-Charge, and the Owner/Consultant shall reimburse the cost of such tests, which have not been specified in bid document, at actual to the Contractor on production of documentary evidence.
- 35.8. Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 35.9. Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

36. INSPECTION OF SUPPLY ITEMS

- 36.1. All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.
- 36.2. Inspection calls shall be given for associations of Owner/Consultant's representative as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner/Consultant and copies shall be made available to Owner/Consultant before hand for undertaking inspection.
- 36.3. The Contractor shall ensure full and free access to the inspection Engineer of Owner/Consultant at the

Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

- 36.4. The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.
- 36.5. Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Owner/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

37. FINAL INSPECTION

- 37.1. After completion of all tests as per specifications the whole work will be subject to a final inspection to ensure that job has been completed as per requirements. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Owner/ Consultant bring them to his notice. The Owner/ Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

38. COMPENSATION FOR EXTENDED STAY

- 38.1. In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) as defined in Clause no.33 of ITB, to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

39. COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 39.1. Without prejudice to stipulations in General Conditions of Contract, Contractor should follow the following billing system:
- 39.1.1. The bills will be prepared by the contractor on their own PCs as per the standard formats and codification schemes proposed by GAIL/Consultant. The contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to GAIL/Consultant in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 39.1.2. GAIL will process the Bills with MB through E-Measurement Portal available in GAIL INTRANET under Project Department. Accordingly, Contractor is required to forward the RA Bills in E-Measurement Portal through PMC, CIC/EIC/SIC whichever is applicable
- 39.2. Owner/Consultant will utilize these data for processing and verification of the Contractor's bill and payment.
- 39.3. 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 (<https://gailebank.gail.co.in/MBAutomation/frmllogin.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.

40. TEMPORARY WORKS

- 40.1. All Temporary and ancillary works, enabling works connected with works, including all works which are required for the safety of the existing installations of Owner such as barricading of existing facilities etc. and as detailed in bid document shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

41. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

- 41.1. To distinguish between work in foundations and superstructures, the following criteria shall apply:

- 41.1.1. For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structure works done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- 41.1.2. For Buildings only, all works upto level corresponding to finished floor level shall be treated as 'Work in foundation' and all works above the finished floor level shall be treated as "Work in superstructure".
- 41.1.3. Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.
- 41.1.4. Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation.

42. QUALITY ASSURANCE / QUALITY CONTROL

- 42.1. Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of the contract for various works, which will be mutually discussed and agreed to.
- 42.2. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 42.3. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.
- 42.4. The Owner/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 42.5. The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 42.6. In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 42.7. The Contractor shall adhere to the quality assurance system as described in bid document.

43. HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 43.1. The Contractor during entire duration of the Contract, shall adhere to HSE requirement as described in the Annexure -VII.

44. SITE CLEANING

- 44.1. The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 44.2. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer -in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 44.3. The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 44.4. The Contractor shall dispose of the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

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

44.6. No extra payment shall be paid on account of clauses specified above.

45. COMPLETION DOCUMENTS

45.1. Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents to the "AS BUILT" stage (including all vendor/sub- vendor drawings for bought out items), all Free-Issue-Material (FIM) documents and provide the Owner/Consultant, the following :

- (i) One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
- (ii) Three complete bound sets of documents as mentioned at (i) above, in original size and in 6 (six) CD- ROM/DVD.
- (iii) Three complete bound sets of Contractor's specification including design calculations.
- (iv) Three copies of Daily Progress Reports.
- (v) Three sets of all raw data collected/generated for and during execution of the entire job as specified in documents requirement.
- (vi) Three sets of closure report.

45.2. Completion Documents

The following documents shall be submitted in hard binder by the CONTRACTOR in 3 (Three) sets, as a part of completion documents:

- i) Welding Procedure Qualification Report.
- ii) Welder Qualification Report.
- iii) Radiographic Procedure Qualification.
- iv) Radiographic Report along with radiographs (Radiographs only with the original) / Digital films.
- v) Batch Test Certificate from manufacturers for electrodes.
- vi) Hydrostatic and other test results & reports.
- vii) Electronic Geometry Pigging results & reports as specified in technical document.
- viii) Pre-commissioning/ Commissioning checklist.
- ix) All other requirements as specified in the respective specifications.
- x) As built drawings.
- xi) Any other drawing/document/report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

46. COORDINATION WITH OTHER AGENCIES

46.1. Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

47. UNDERGROUND AND OVERHEAD STRUCTURES

47.1. The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above contractor may encounter other structure/pipelines/ OFC etc. which may not be appearing on alignment sheet, the contractor is required to collect such information on his own before commencing the work. Contractor must intimate the Local Officer concerned of the utility

about the pipeline construction activities and take necessary steps to ensure safety and protection to men, materials and utility provided. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Employer/Consultant from and against any destruction thereof or damages thereto.

48. TEST CERTIFICATES

- 48.1. Bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 48.2. Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

49. ROYALTY

- 49.1. Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Owner/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Owner/Consultant for all the items involving Royalty.

50. EXCAVATION BY BLASTING

- 50.1. The Contractor shall obtain licence from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. All necessary documentation will support as needed or asked by the concerned authority will be provided by Owner. He shall purchase the Explosives, fuses, detonators etc. only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorized representative shall have the access to check the contractor's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

51. SITE FACILITIES FOR WORKMEN

- 51.1. Following facilities are to be ensured at all work places where workmen are deployed/engaged by contractor.
- (i) Arrangement of first aid.
 - (ii) Arrangement for clean drinking water.
 - (iii) Toilets.
 - (iv) Canteen where tea & snacks are available.
 - (v) A crèche where 10 or more women workmen are having children below the age of 6 years.

52. EXECUTION OF ELECTRICAL WORKS

- 52.1. The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licenses before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

53. HYDROSTATIC TESTING

- 53.1. The bidder as per the Technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility and should be in such a way that neither the traffic movement even pedestrians nor the standing crop in nearby fields gets affected. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.
- 53.2. The Contractor shall propose and obtain approval of Engineer-in-Charge for exact number of test sections, based on drawings, availability of water for hydro testing and keeping in view other exigencies, if any before starting hydro testing work. The Contractor will carry out the hydrostatic test for approved number of test section including preparation for test and tie-ins, without any time and cost implication on this account to

Employer/Consultant. Any increase or decrease in number of test sections will not have any cost implication to Owner / Consultant / Contractor.

54. ARBITRATION

Refer Clause 44 of section III, Information to the bidders.

55. MAKE OF MATERIALS

- 55.1. The materials required to be supplied by the contractor under this contract shall be procured only from Owner/ Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors /sub-vendors before placing order.

56. ADDITIONAL WORKS/EXTRA WORKS

- 56.1. Owner/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

57. COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY

- 57.1. Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Price Reduction Schedule) stands modified to the following extent:

- 57.1.1. The contractual completion period is as given in Annexure III of SCC of the bid document.

- 57.1.2. The Price Reduction Schedule under 57.1.1 above shall be applied as under:

“In case of delay in works related to clause 57.1.1, the Price Reduction shall be applied at the rate of ½% of the total contract value per week of delay or part thereof. The total liability of the Contractor to Employer/ Consultant under sub clause no. 57.1.1 on Compensation for Delay/Price Reduction Schedule shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability(ies) other than above shall be as per provisions of Bidding Documents. The value referred in PRS clause is excluding taxes and duties reimbursable by GAIL.

- 57.1.3. As mentioned in GCC, in case delay in execution of contract, contractor will raise invoice for reduced value as per Price Reduction Clause. If contractor has raised the invoice for full value, then contractor will issue Credit Note towards the applicable PRS amount.

In case contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GAIL will release the payment to contractor after effecting the PRS clause.

In the event of 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 contractor.

- 57.1.4. In case the Contractor achieves the contractual completion period for commissioning of the pipeline, the already deducted amount against deductions on account of MCEDS shall be refunded. However, in case the contractor fails to achieve the contractual completion period for commissioning of the pipeline, the already deducted amount shall not be refunded.

58. PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

- 58.1. After the Award of Contract

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Annexure-III to SCC of Tender in all respect, from the date of issue of Fax of Acceptance.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

c) Overall Project Schedule

The Contractor shall submit within 1 week of Fax of Acceptance, a sufficiently detailed over all Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats. The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

d) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

e) Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

58.2. Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

a) Weekly Review Meeting

Level of Participation : Contractor's/Consultant's RCM/ Site Incharge & Job Engineers.

- Agenda:
- a) Weekly Programme v/s actual achieved in the past week & programme for next week.
 - b) Remedial Actions and hold up analysis.
 - c) Client query/ approval.

Venue : Site Office

b) Monthly Review Meeting

Level of Participation : Senior Officers of GAIL/PMC and Contractors

- Agenda:
- a) Progress Status/ Statistics
 - b) Completion Outlook
 - c) Major hold ups/slippages
 - d) Assistance required
 - e) Critical issues
 - f) Client query/ approval

Venue : GAIL office / Site at the discretion of Owner/ PMC

58.3. Progress Reporting Proforma

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

- a) Brief Introduction of the work.
- b) Activities executed/ achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering,

Manufacturing/ Delivery, Subcontracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.

- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.
- f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
- g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Quantities achieved against target in construction
- d) Record of Man-days lost.
- e) Construction percentage progress schedule and actual.

C) Daily Reports

- a) Activity programme for the day
- b) Progress of the previous day and commutative progress.
- c) Manpower & machinery deployed.
- d) Any other additional reports/ information as may be required by E.I.C.

58.4. Progress Reports

58.4.1. CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

58.4.2. By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month.

These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

58.4.3. Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

58.4.4. Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

58.4.5. Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

58.5. Progress Review Team (PRT) Meeting

Project Progress shall be reviewed by the PRT Team of GAIL on regular basis. Contractor shall be liable to submit compliance report(s) within 15 days of PRT review meeting(s). Contractor is also required to submit quarterly closure report within 15 days (of completion of each quarter). In event of failure of submission of

compliance report and quarterly closure reports by the contractor, EIC reserves the right to take appropriate action.

59. RESPONSIBILITY OF CONTRACTOR

59.1. It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge

shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.

- 59.2. All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 59.3. It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 59.4. Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 59.5. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

60. CHECKING OF LEVELS

- 60.1. The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 60.2. The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

61. STORAGE FACILITIES

- 61.1. The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

62. ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

- 62.1. Please refer clause No. 41 of ITB (Section III), Volume I.

63. INSURANCE FOR FREE ISSUE MATERIAL

- 63.1. Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner/Consultant's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GAIL (India) Limited. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Owner/Consultant's designated place of issue/ store to date of handing over the completed work to Owner/Consultant. The approximate cost of free issue material will be 12.87 Crores.
- 63.2. The schedule of insurance cover for free issue materials given above shall be as follows;
- | | | |
|------------------------------|---|---------------|
| Upto 2 months | - | 25% of value |
| After 2 months upto 5 months | - | 70% of value |
| Beyond 5 months | - | 100% of value |

64. INSURANCES IN INDIA

- 64.1. In addition to the insurance covers specified in the General Conditions of Contract to be obtained and

maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.

- 64.2. Any loss or damage to the equipment during transportation, storage, erection and commissioning till such time the Work is taken over by Owner/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Owner/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 64.3. Statutory Clearances if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Employer/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.
- 64.4. All costs on account of insurance liabilities covered under this Contract will be Contractor's account and will be included in Contract Price. However, the Owner/Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 64.5. Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

65. INSURANCE IN FORGEIN COUNTRIES

- 65.1. The Contractor shall at his own cost arrange, secure and maintain separate insurance cover from the reputable insurance companies, for all such amounts and for such periods as may be necessary to protect the works, Contractor and sub-contractor's personnel and the interests of the Employer/Consultant as per applicable laws of land.
- 65.2. The form and the limit of insurance cover taken by Contractor shall be satisfactory to Employer/Consultant and one copy of all insurance policies and related documents shall be submitted to Employer/Consultant, immediately on execution. Contractor shall inform Employer/Consultant at least 60 days before any insurance policies expire or are cancelled or changed

66. BANK GUARANTEES

- 66.1. The provision relating to submission of Bank Guarantee from Nationalized Bank wherever appearing in above documents stand replaced by the following;
- 66.1.1 Bank Guarantees towards Bid Security from any Indian scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign Bidder, may be accepted. However, other than the Nationalized Indian Bank, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- 66.1.2 Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian Scheduled Bank or a branch of an International bank situated in India and registered with Reserve Bank of India as Scheduled foreign Bank in case of Indian Bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such Commercial Bank either in the Bank Guarantee itself or separately on a letter head.

67. PERMIT /PRE-CAUTION

- 67.1. Contractor will follow approved methodology for working inside existing station of Owner and other.

68. SUBMISSION OF COLOURED PHOTOGRAPHS

- 68.1. The Contractor shall shoot, prepare and submit colored photographs (B5 Size) in 2 sets along with soft copies to PMC office along with monthly progress report covering all the activities (minimum 10 Nos. of photographs covering all the activities) of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas (as required) should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be included in the rates and separate payment shall be made.

69. VIDEOTAPE

- 69.1. Contractor shall develop and submit (in CD/Pen Drive) a videotape of three hours duration covering the construction activities showing the nature and magnitude of the work. The tape shall be shot and edited to Indian broadcast standards. Videotape recorded in field shall be shot by professional camerapersons and shall meet the technical standards of the Hi-8 format or better. Tape shall cover, but not limited to the following construction activities:

- Mobilization of equipment/ machinery
- ROW cleaning/grading
- Trenching
- Stringing
- Welding
- Back filling
- River crossings
- Rail/Road/Canal crossings
- Hydro-testing
- Pre-drying and drying
- Restoration of ROU
- Laying of optical fibre cable
- Various construction and installation at stations etc.

- 69.2. Videotape shall also have coverage on any new/special techniques used in the Contract and major problems encountered, if any, and the measures taken to resolve them. The tape shall be supplemented with suitable narration and subtitles explaining the job, techniques and methodology, etc. The video shall be prepared with two narration tracks, one in Hindi one in English. Professional narrators shall voice both. The script shall include explanations of job activities, techniques used methodologies etc. Elements of the video programme sequencing and editing techniques shall be discussed with Owner/Consultant and mutually agreed to before videotaping begins. Draft script shall be submitted to Owner/Consultant for approval before editing commences.

- 69.3. Following completion of editing and review and approval of programme by Owner/Consultant, Contractor shall deliver edited master tape to Owner / Consultant plus six DVD/CD-ROM copies of the programme.

70. PIPES FOR WELDING QUALIFICATION

- 70.1. Contractor for the purpose of qualification of welding procedure and for the same pipes issued by Employer/Consultant may be used. However, accounting of such pipes shall be done within the unaccountable wastage and scraps limit as per Annexure-VIII to SCC enclosed with the bidding document.

- 70.2. The bare pipes for the purpose as above shall be issued within two week from the date of FOI/FOA. The contractor shall bear all cost towards lifting, carting from issue point to work site/Contractor's store, custody, handling, insurance and levies etc. and return of surplus/scrap materials to employer designated storage point. No separate payment shall be made for such expenditure.

71. SPARES

- 71.1. Contractor shall procure and supply all spare parts required during commissioning of the various items/

materials supplied by him as enumerated in the Bidding Document. The quoted lump sum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Owner/Consultant. Contractor shall also supply commissioning spares not listed but required during commissioning within contracted price.

- 71.2. In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

72. BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- 72.1. In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

73. INTERMEDIATE CONSTRUCTION MILE STONE

- 73.1. Contractor shall adhere to meet the intermediate construction mile stone in consultation with Engineer-In Charge during construction. Contractor shall be responsible for close monitoring and completion of intermediate construction milestone.

74. SINGLE POINT RESPONSIBILITY

- 74.1. The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

75. BONUS FOR EARLY COMPLETION

- 75.1. The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.

76. REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS-VOID

- 76.1. All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:
- 76.1.1. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- 76.1.2. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- 76.1.3. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.
- 76.1.4. CONTRACTORS are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

77. DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

- 77.1. "Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, GAIL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

78. SUB-LETTING OF WORKS

- 78.1. "Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

79. JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

- 79.1. Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/GAIL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills

80. WAYBILL / ROAD PERMIT:

- 80.1. Shall be issued by GAIL only for transportation of free issue material from one state to another if required.

81. LOCAL EMPLOYMENT

- 81.1. In order to encourage local employment contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

82. LOCAL SKILL DEVELOPMENT

- 82.1. Contractor's scope shall also include to provide/ conduct a training program to develop/ enhance skill of local people in association with local technical (Diploma/ ITI) Institute through their skilled manpower (i.e. Forman, Welder Grinder, Fitter, NDT Experts etc.) as a part of Govt. of India's ambitious Skill Development Program.

83. QUARTERLY CLOSURE OF THE CONTRACT

- 83.1. Please refer clause no. 44.1 of ITB, Vol I.

84. COMPLETION CERTIFICATE

- 84.1. "Engineer-in-charges against the contract shall be RCM of PMC, however, the completion certificate shall be issued by GAIL. The provisions of GCC are modified to this extent."

85. PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

- 81.1. Contractor shall ensure that all its personnel 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 of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to GAIL in this respect and Contractor shall suitably consider the same in their bid.

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.

86. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

- 86.1. 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.

87. ENGAGEMENT OF CONTRACTUAL MANPOWER

- 87.1. While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belong to the scheduled castes and weaker sections of the society also in order to have a fair representation of these sections.

88. VENDOR GRIEVANCE

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

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

- (i) Any issue should be first referred to EIC (for LOA/ contracts) / dealing C&P executives (for purchase orders).
- (ii) In Case issue is not resolved by above, vendor/ Supplier/ Contractor/ Consultant may submit their issue to vendor Grievance Portal – “Samadhan”. GAIL will address the same within 15 days.
- (iii) In Case, vendor/ Supplier/ Contractor/ Consultant is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times.
- (iv) Further, issue (s) can only be submitted upto 1 month after closure of respective order/ LOA/ Contract.

89. PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

- 89.1. Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multihazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max, surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURES TO SPECIAL CONDITIONS OF CONTRACT

ANNEXURE - I

SCOPE OF WORK

SCOPE OF WORK

1. The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates/BOQ enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.
2. Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates/BOQ. Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates/ BOQ' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

ANNEXURE - II

SCOPE OF SUPPLY

1 SCOPE OF SUPPLY**1.1 Owner's Scope of Supply**

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

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

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-VIII to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.



ANNEXURE - III
COMPLETION SCHEDULE

	SPECIAL CONDITIONS OF CONTRACT (SCC)	

COMPLETION SCHEDULE /COMPLETION PERIOD

Completion schedule shall be 5 Months and 15 Days from date of Fax of Acceptance for mechanical completion including mobilization period of 15 days and thereafter 15 days for drying, commissioning & Gas-in.

(STAMP & SIGNATURE OF BIDDER)

ANNEXURE - IV
MEASUREMENT OF WORK

MEASUREMENT OF WORKS

- 1.0 Measurement of works shall be based on the execution/final drawings. When such details are not available or inadequate, physical measurements will be taken by the Contractor in the presence of the representative of the Engineer-in-Charge.
- 2.0 Measurement of weights will be in metric tonnes corrected to the nearest kilogram. Linear measurement will be in meters corrected to the nearest centimetre.
- 3.0 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge /Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorised representative. The contractor shall submit the bill in the approved Performa in quintuplicate to the Engineer-in-Charge of the work.

4.0 PIPING

- 4.1 Payment will be based on linear measurement as per execution drawings:

- i) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, de- super heaters etc. All types of valves shall be excluded from this measurement.
- ii) All Socket weld fittings & hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.
- iii) The forged tees shall be supplied by the contractor as per the requirement of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe-to-pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.
- iv) Vents and drains shall be measured from O.D. of pipelines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the contractor within his quoted rates for piping.
- v) Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor as part of piping work and no separate payment shall be made for this.
- vi) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.
- vii) Fabrication of Specials
Fabrication of mitre bends and reducers (concentric & eccentric) from the pipes/Steel plates/ fabricated pipes shall be carried out by contractor within their quoted prices, payment will be made on numbers of such specials at the rates given separately in Schedule of Rates/BOQ. However, the erection of mitre bends and reducers shall be part of piping erection work and the rates for piping will be inclusive of this work. Reducers will be paid alongwith piping of larger diameter except in the case of funnels where they are welded only to the smaller dia pipes. Payment will be made alongwith piping of such smaller dia.
- viii) Erection of Valves
Erection of all types of valves such as gate/ globe / check / plug / needle/ ball / control/ safety valves etc. will be paid on number basis at the rates given separately in the Schedule of Rates/BOQ. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the contractor within his quoted rates.
- ix) Fabrication of Supports

- I) Fabrication of all types of pipe supports, provided as per drawings & instructions of the Engineer-in-Charge, will be paid on weight basis. Bolts, nuts and washers including U- bolt will be supplied by contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.
- ii) Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate payment will be made for it.
- iii) While fabricating the supporting elements, the contractor will ensure that the dimensions shown in the drawings match with site conditions. No payment shall be made for rectification arising out of discrepancies in dimensions of the fabricated items of supporting elements due to site conditions.
- iv) Additional supports as necessary with the site condition shall be fabricated and erected in accordance with the standard engineering practices and instructions of Engineer-in-charge.

5.0 RADIOGRAPHY/DYE-PENETRANT EXAMINATIONS/MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

Magnetic particle and dye penetrate test will be paid on the weld length tested/circumferential weld joints as mentioned in schedule of rates/BOQ.

6.0 STRUCTURAL STEEL WORK

- 6.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 6.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the contractor and approved by the Engineer-in-Charge. The weight of structural material/ Plate shall be calculated wherever necessary on the basis of IS Hand Book. If sections are different from IS sections, then Manufacturer Hand Book shall be referred to.
- 6.3 Sections built out of plates/structural shall be paid on the actual weight incorporated except for gussets Which will be paid on the weight of the smallest rectangle enclosing the shape.
- 6.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/ bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.
- 6.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 6.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

7.0 ELECTRICAL WORKS

- 7.1 Cables
The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including that of loops provided and paid accordingly.
- 7.2 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings are sent separately (for panels etc.) to facilitate transportation, then erection weight shall be inclusive of all mountings. For structural steel measurements/payment shall be made as per finished items.

8.0 INSTRUMENTATION WORKS

- 8.1 Measurement of primary piping/ tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting upto the first block valve of fabricated instrument manifold or upto first tee of instrument manifold for integral type manifolds. All piping / fittings at the first block valve or the piping / equipment side upto break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments upto 1.5 metres individually or each drain connection shall be excluded.

- 8.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.
- 8.3 Copper tube measurement will be taken between the two fittings of the copper tube.
- 8.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.
- 8.5 Multicore cables/multi-tubes will be measured between the junction box and its termination inside the control room.
- 8.6 Two/Three core cables shall be measured between two end terminals.
- 8.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's storage points to contractor's store/workshop and the same are deemed to be included in the unit rates for the respective item of work.
- 8.8 **Erection Weights**
The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation, then erection weight shall be inclusive of all such mountings. For structural steel, measurements / payment shall be made as per finished items.

9.0 PAINTING ON EQUIPMENT/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENT

- I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted sur-face.
- II) For pumps, motors and compressors measurement shall be made on number basis. b)

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

- I) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimetre.
- II) Piping shall be measured along the centre line through all types of fittings and flanges.
- III) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- IV) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE

- I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure to be inclusive of painting such items.

ANNEXURE - V**PAYMENT TERMS AND MODE OF PAYMENT**

PAYMENT TERMS

1.0 MOBILIZATION ADVANCE

Refer SCC Clause Sl. No. 23

2.0 ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

NATURE OF WORK	PAYMENT TERMS
U/G PIPING Measurement in Running Meter	a. CARBON STEEL (PIPES – FREE ISSUE) - 30% on fabrication - 30% on NDT, Pre-testing, wrapping, coating. - 20% on laying in position, welding, radiography etc. - 15% after flushing, hydro-testing and back filling of trenches - 05% on completion of all works in all respects and issuance of completion certificate. Note: Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period.
U/G PIPING Measurement in In-Dia (ID) & In- Meter (IM)	CARBON STEEL (PIPES-FREE ISSUE)- In case SOR items are in Inch dia (fabrication) and Inch Meter (erection) Fabrication (ID) - 65% on welding of joints. - 30% on radiography and other examinations repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection. - 05% on completion of all works in all respects and issuance of completion certificate Erection (IM) -30% on pre-testing, coating & wrapping of prefabricated pipes. - 45% on trenching, laying in position, field welding, jointing, radiography and ready for hydro-testing. -20% on hydro-testing, drying, (if applicable) and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate
CIVIL, STRUCTURAL & ARCHITECTURAL	

Control room building (superstructure)	- 35% on Completion of casting of roof Slab - 10% on Completion of Brick Work - 20% on Completion of all plumbing, Water proofing treatment - 10% on Completion of all Electrical and False ceiling works - 20% on Completion of flooring, finishing, Doors, Windows of the building. - 05% on completion of all works in all respects and issuance of completion certificate
Guard Room (Superstructure)	- 35% on Completion of casting of roof Slab - 10% on Completion of Brick Work - 20% on Completion of Water proofing treatment and grade slab - 10% on Completion of all Electrical works - 20% on Completion of flooring, finishing, Doors, Windows of the building. - 05% on completion of all works in all respects and issuance of completion certificate
Boundary Wall (Superstructure)	- 30% on completion of RCC Column upto Coping bottom Level - 30% on completion of Brick work and coping work - 35% on completion of Y angle, Main gate & Wicket gate fixing & finishing - 05% on completion of all works in all respects and issuance of completion certificate
Other Civil, Structural & Architectural works	- 95% on completion of work as certified in monthly progress bill - 05% on completion of all works in all respects and issuance of completion certificate
SPECIALS/MITRES FOR U/G piping	- 85% after welding of joints & its acceptance - 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable). - 05% on completion of all works in all respects and issuance of completion certificate
STRUCTURAL STEEL WORK	
	In case of Contractor supplied material. a) FABRICATION AT SITE - 05% on finalization of quantities, plan and submission of approved fabrication drawings - 55% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 15% on erection, alignment, welding, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 55% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at

	Project premises plus 03 Months Claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate.
Structural Steel Painting works	- 55% after completion of touch up/repair of primer and intermediate coat/coats. - 40% after completion of final coat - 05% on completion of all works in all respects and issuance of completion certificate.
MECHANICAL WORKS	
Above Ground works (Pipes, Valves etc. Free issue)	Fabrication & Erection of Piping - 15% retrieval of abandon equipment & piping. - 30% after Fabrication including NDT, as applicable - 30% after site erection, field welding, radiographic and other examination - 10% after providing supports, alignment, providing vents, drains. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects including handing over of retrieved equipment & piping at GAIL's designated store, cleaning & restoration of work site in all respect and issuance of completion certificate.
Piping works – fabrication at site (Pipe, valves –Supplied by Contractor)	a) Fabrication & Erection of Piping -50% after receipt and acceptance of material at site -20% on fabrication including NDT, as applicable. -15% after site erection, field welding, radiographic and other examination -05% after providing supports, alignment, providing vents, drains -03% after flushing, testing, draining and drying. -02% after mechanical completion -05% on completion of all works in all respects and issuance of completion certificate b) Fabrication and Erection of Valves - 70% after receipt and acceptance of material at site. -15% after erection, welding, radiographic and other examination. -08% after hydro-testing and final approval -02% after mechanical completion. -05% on completion of all works in all respects and

	issuance of completion certificate
Painting	- 30% on surface preparation and primer painting at shop / fabrication yard. - 65% on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate.
Equipment	a) Scrapper Trap etc. - 65% {Note 1} after transportation from stores / storage points to erection site and erection on foundation - 25% after alignment and grouting - 03% after cleaning, box up of manholes, providing all instruments/ auxiliary of fit ups and making ready for startup. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate {Note 1}: For Heavy lift equipment, this milestone payment shall be divided in two milestone payments in case of the item is on lump-sum basis: - 20% on mobilization of required capacity crane at site. - 45% after transportation from stores / storage points to erection site and erection on foundation.
ELECTRICAL	
For Supply Items	- 95% on receipt and acceptance of material at site. - 05% on completion of all works in all respects and issuance of completion Certificate
For Erection items	- 80% on completion of erection / installation. - 15% pm testing and acceptance - 5% on completion of all works in all respects and issuance of completion Certificate
For Items involving both Supply and Erection	- 65% on receipt and acceptance of material at site. - 20% after erection/installation - 10% after testing and acceptance - 05% on completion of all works in all respects and issuance of completion certificate.
INSTRUMENTATION	
For Supply Items	- 93% on receipt and acceptance of material at site. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
For Erection/Installation Items	a. Items not requiring loop checking

	- 93% on completion of erection / installation and testing - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate b. Items requiring loop checking - 60% on completion of erection / installation. - 33% on testing and loop checking - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate
For Items with supply and erection / Installation	a. Items not requiring loop checking - 65% on receipt and acceptance of material at site. - 28% on completion of erection / installation and testing - 2% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate b. Items requiring loop checking -60% on receipt and acceptance of materials at site -20% on completion of erection / installation -13% on testing and loop checking. -02% after mechanical completion -05% on completion of all works in all respects and issuance of completion certificate
Ducts, Trays and other fabricated Materials (Supply in Contractor's scope)	-65% after receipt and acceptance of fabricated materials (Ducts/Trays) at site. -20% after erection -03% after welding and final painting, if any. -02% after mechanical completion -05% on completion of all works in all respects and issuance of completion certificate
Calibrations Main instruments	-80% after calibration -13% after completion of recalibration during loop test, if any. -02% after mechanical completion -05% on completion of all works in all respects and issuance of completion certificate
Laying of pipeline and associated works (on shore)	-

Laying of Pipeline and Associated Works (On shore)	PIPELINE LAYING Free issue: -5% on carrying out Route Survey, clearing and Grading. -25% on stringing, mainline welding and NDT. -25% on Joint Coating, trenching by Excavation / Blasting, Lowering and laying of HDPE duct. -10% on completion of tie-ins, back filling. -10% on hydro testing and dewatering -10% on completion of restoration and marker installation -15% on completion of all works including retrieval of abandon pipe & return to GAIL's designated store in all respects and issuance of completion certificate. The above payments shall be made subject to the following: a) For the purpose of payments of 25% on account of lowering and laying of HDPE duct, a minimum continuous stretch of 2 KMs or 5% of spread length whichever is lower, will be considered except for discontinuities on account of listed crossings. b) The payment of 10% on tie in and backfilling will be released on completion of continuous stretch of 02 KMs or 10% of pipeline length whichever is lower. c) a) and (b) is not applicable in case of city areas and where continuous ROU stretch is not released. d) For discontinuity on account of major crossings specified in SOR (being paid separately as SOR item) crossing length shall not be taken into account for (a) and (b) above for payment purposes e) All crossings, i.e. Creek, Railway, Road, Horizontal Directional Drilling and River crossings which are not separately listed in SOR items shall be paid on the basis of linear pipeline length laid. OPTICAL FIBRE CABLE / HDPE (Supply) -85% on receipt and acceptance of material at Project site / yard -10% on Testing after laying as per specification. -05% on completion of all works in all respects and issuance of completion certificate Installation of OFC - 60% on completion of laying/ blowing of OFC through HDPE duct laid in the same Pipeline Trench - 15% on Supply & Erection of Jointing Pit, Jointing of OFC as per Specification. -20% on OFC Testing as per specification. - 05% on completion of all works in all respects and issuance of completion certificate. -05% on completion of all works in all respects and issuance of completion certificate. HDD WORKS - 05 % on carrying out Geotechnical Survey and design Approval.

	- 35% on string preparation, NDT clearance, pre testing and Joint coating. - 40 % on Pulling of string. - 10% on Post testing, Tie in and backfilling. - 05% on Restoration including bentonite disposal and obtaining NOC - 05% on completion of all works in all respects and issuance of completion certificate. TEMPORARY CATHODIC PROTECTION WORKS The payment for Temporary Cathodic Protection System shall be made based on the actual measurement of Pipeline in KM protected. The lump sum price for Temporary Cathodic Protection system shall be considered and payable on prorata basis as per the following break-up: a) 05% on approval of design Document. b) 50% on receipt and acceptance of material at sites. c) 20 % on installation of the system progressively. d) 20 % on testing and commissioning of TCP system. e) 05% on completion of all works in all respects and issuance of completion certificate
Miscellaneous Works and all other item / works not covered in above	- 95% on completion of work as certified in monthly progress bill - 05% on completion of all works in all respects and issuance of completion certificate.
For Lumpsum Rate item	- 95% on completion of total work in all respects. (For all Lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-In-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer – In – charge shall be final and binding to the Contractor) - 05% on completion of all works in all respects and issuance of completion certificate.

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.
4. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.
5. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against “Incoming Material Inspection Report” issued by TE. Engineer-in- shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

3.0 PAYMENT METHODOLOGY

- 3.1 The Contractor shall raise invoices on fortnightly basis. Bidder shall enclosed all documents as per check list issued by GAIL/PMC. However, EIC may authorize payments for bills more frequently i.e. periodicity of less than

fortnight, depending on site requirement.

- 3.2 After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer – In – Charge (EIC)/PMC, on –account payment equivalent to seventy (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to GAIL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to GAIL.
- 3.3 GAIL has introduced the computerized Bill Watch System whereby the contractor will be issued a receipt at the time of the submission of the bills. The contractor can see the status of their bill on GAIL Website.
- 3.4 Owner will release payment through e -payments only as detailed in the Bidding Document.
- 3.5 Further break – up of Lump sum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer – In – charge and the Contractor.
- 3.6 All payments against running bills are advance against the work and shall not be taken as final acceptance of work/measurement carried out till the final bill.
- 3.7 Bills shall be raised by Contractor in line with check list attached in Tender document.

4.0 MODE OF PAYMENT

- 4.1 The Owner/Consultant will verify the invoices and relevant documents and undisputed payment will be released directly to the Contractor through e-payment as detailed in Bid Document within maximum 15 days of receipt of invoice along with all relevant documents.
- 4.2 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.

5.0 DEDUCTION AT SOURCE

- 5.1 Owner will release the un-disputed payment to the Contractor after effecting deductions as per applicable law in force.
- 5.2 PRS pursuant to GCC Clause 27.0.

6.0 PAYING AUTHORITY

General Manager – Finance
GAIL (INDIA) LIMITED
Noida

ANNEXURE - VI
SPECIFICATION
FOR
QUALITY ASSURANCE SYSTEM REQUIREMENTS
(For details, Specification attached in tender)



ANNEXURE - VII

SPECIFICATION

FOR

HEALTH, SAFETY AND ENVIRONMENTAL (HSE)

MANAGEMENT AT CONSTRUCTION SITES



SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT



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SL. NO.	DESCRIPTION
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1.0 **SCOPE**

This specification establishes the Healthy, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

This specification is not intended to replace the necessary professional judgement needed to design & implement an effective HSE system for construction activities and the contractor is expected to exceed requirements given in this specification.

Requirement stipulated in this specification shall supplement the requirement of HSE management given in relevant Act(s)/ legislations. General Condition of Contract (GCC) Special Condition of Contract (SCC) and Job Specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

2.0 **REFERENCES**

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers (regulation of employment and condition of service) Act, 1996
- Job Specifications
- Relevant IS Codes and OISD Guideline (Annexure-A)
- Reporting Formats (refer Annexure-B)
- Statutory requirements

3.0 **REQUIREMENT OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLETED BY BIDDERS.**

3.1 **MANAGEMENT RESPONSIBILITY**

3.1.1 The Contractor should have a documented HSE policy & Objectives to cover commitment of the organization to ensure health, safety and environment aspects in their line of operations

3.1.2 The HSE management system of the Contractor shall cover HSE requirement including but not limited to what specified under clause 1.0 & 2.0 mentioned above

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirement to the satisfaction of the company. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above:

No. of workers deployed

Up to 100

- Designate one safety supervisor who will guide the workers from time to time, as well as impart training basic guidelines at least weekly once.



Above 100 & up to 250 - Deploy one qualified and experienced safety Engineer/ Officer who will guide the workers from time to time as well as impart basic guideline & training at least weekly once. He / She shall possess a recognized Degree in any branch of engineering or technology or architecture and had a post qualification construction experience of minimum two years or possess a recognized Diploma in any branch of engineering or technology or Graduate in Science stream and had a post qualification construction experience of minimum five years.

Above 250 (for every 250 or less) - One additional safety engineer/Officer whose function will be as mentioned above

Contractor shall indemnify and hold harmless OWNER/ PMC & their representatives from any and all liabilities arising out of non fulfillment of HSE requirements.

Above is the minimum requirement and the Contractor shall ensure physical presence of a safety personnel at each place where Hot work permit is required. No work shall be started at site until above safety personnel are physically present at site. The contractor shall submit a safety organogram clearly indicating the lines of responsibility and reporting system. He shall furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel he intends to mobilize, at least 1 month before the intended mobilization, for PMC/Owner's approval.

3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels, at each and every site/ work place.

3.1.5 Contractor shall nominate qualified & trained Safety Engineers / Officers reporting to the Site in charge, for supervision, co-ordination and, liaison for the implementation of the safety plan.

Duties & responsibilities of the Contractor's Safety Supervisor/Safety Officer should include the following:

- a. To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.



- b. To ensure that required personal protective equipment are provided, used, and properly maintained including contingency requirement.
- c. To ensure inspection, tested, certification and maintenance of all tools and ensure removal of defective tools.
- d. To ensure that all the preventive measures for identified hazards (e.g. Job Safety Analysis, Job Hazard Analysis, HIRA, etc.) are in place and communicated to workers
- e. To take immediate corrective action against the violation of safety rules observed or reported.
- f. To ensure that all workers have proper training for their job assignments, including use of appropriate PPE, first aid and firefighting equipment.
- g. To ensure that only medically fit person shall be engaged in work and also ensure that sick / or injured workers during course of work should receive timely and appropriate first aid and/or medical attention.
- h. To report each incident and/or injury in accordance with established procedures and assist in investigation.

3.1.6 The Contractor shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programs and fabrication shop/work site meeting shall be arranged on HSE activities to cover hazards involved in various operations during construction.

3.1.7 Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, Stand by Ambulance or Vehicle (equipped with lifesaving equipment) and install fire protection measures such as: adequate number of steel buckets with sand and water and adequate fire extinguishers to the satisfaction of OWNER/ PMC. In case the number of workers exceeds 500, the Contractor shall position an ambulance /vehicle on full time basis very close to the worksite.

3.1.8 The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the HSE requirements. This shall submitted to GAIL for approval well in advance, prior to start of work. The monitoring for implementation shall be done by regular inspection and compliance to the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/ Office. However, compliance of HSE requirement shall be the sole responsibility of the Contractor. Any review/ approval by OWNER/ PMC shall not absolve the Contractor of his responsibility/ liability in relation to all HSE requirements.

3.1.9 Non-Conformance on HSE by the Contractor (including his Sub-contractors) as brought out during review/ audit by PMC/ OWNER representative shall be resolved forthwith by Contractor. Compliance report shall be submitted to PMC/ OWNER at the earliest.

3.1.10 The Contractor shall ensure participation of his Resident Engineer/Site-in-Charge in the Safety Committee/HSE Committee meetings arranged by OWNER/ PMC. The compliance of any observation shall be arranged urgently. Contractor shall assist OWNER/PMC to achieve the targets set by them on HSE during the project implementation.



The contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force. Awareness about local laws on this issue shall form part of the Induction Training.

The contractor shall ensure that all personnel working for him comply with No- smoking requirements of the owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances shall not be allowed inside the plant complex..

3.1.11 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; OWNER/ PMC may impose stoppage of work without any Cost & Time implication to Owner/PMC and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract value with a ceiling of Rs. 10 lakhs.

0.2% (Zero decimal two percent) of the contract value for LSTK, EPC, EPCC or Package contracts with an overall ceiling of Rs. 1,00,00,000/- (Rupees one crore).

S.NO	Violation of HSE norms	Penalty Amount
1	For not using personal protective equipment (Helmet, Shoes, Goggles, Gloves, Full body harness, Face shield, Boiler suit, Ear muff, Ear plug etc.)	Rs. 250/- per day / item / person
2	Working without Work Permit / Clearance	Rs.5,000/- per occasion
3	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person, etc.)	Rs.3,000/- per item per day
4	Working at height without full body harness, using non-standard / rejected scaffolding and not arranging fall protection arrangement as required like Safety Nets.	Rs.1,000/ per case per day.
5	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, improper storage / handling).	Rs. 100/- per item per day
6	Use of domestic LPG for cutting purpose.	Rs.1,000/- per occasion
7	No fencing / barricading of excavated	Rs.1,000/- per



	areas.	occasion
8	Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area.	Rs.5,000/- per occasion
9	Non display of caution boards, list of hospitals, emergency services available at work locations.	Rs.500/- per occasion
10	Traffic rules violations like over speeding of vehicles, rash driving, wrong parking, not using seat belts, vehicles not fitted with reverse warning alarms.	Rs.1,000/- per occasion
11	Absence of Contractor's top most executive at site in the safety meetings whenever called by PMC / Owner	Rs.1,000/- per occasion
12	Failure to maintain safety records by Contractor Safety personnel.	Rs.1,000/- per month
13	Failure to conduct daily safety site inspection, HSE meeting and HSE audit at predefined frequencies	Rs.1,000/- per occasion
14	Failure to submit the monthly HSE report by 5 th of subsequent month to Engineer- in-Charge.	Rs. 1,000/- per occasion and Rs. 100/- per day for further delay.
15	Poor House Keeping	Rs.1,000/- per occasion
16	Failure to report & follow up accident (including Near Miss) reporting system.	Rs. 10,000/- per occasion
17	Degradation of environment (not confining toxic spills oil / lubricants onto ground)	Rs.1,000/- per occasion
18	Not medically examining the workers before allowing them to work at height, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.1,000/- per occasion
19	Violation of any other safety condition as per job HSE plan, work permit and HSE conditions of contract (using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-	Rs.1,000/- per occasion



	availability of First-Aid box, etc.)	
20	Any other violation not covered above	To be decided by PMC/Owner

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & monetary penalty shall rest with PMC/OWNER & binding on the Contractor.

3.1.12 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause and recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to OWNER / PMC. OWNER / PMC shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard. PMC / Owner shall have the right to share the content of this report with the outside world.

3.1.13 No workers/ supervisors are deployed by contractor without prior police verification. Proof and record to be submitted to owner/ PMC. All employees working at construction site shall be issued a valid Photo ID Card.

3.1.14 Contractor to ensure and take all necessary precautions to minimize fugitive dust emissions or hazardous emission by any of its operations, construction equipment, storage or transportation etc. which can cause air/water pollution beyond acceptable limit. Immediate remedial action shall be taken and implemented by contractor (after approval from client), if any such issue is raised by OWNER/ PMC.

3.1.15 AUDIT

Contractor shall carry out internal HSE audits. He shall also cooperate during HSE audits by owner/PMC. Non-conformance on HSE (including his sub-contractors) brought out during review/audit by his internal audit team as well as PMC/ OWNER's representative shall be resolved forthwith by contractor. Compliance report shall be submitted to PMC/OWNER promptly.

To this effect, the contractor shall submit an Audit Plan to PMC/ Owner indicating the type of audits (internal by self-including his sub-contractors, external by PMC/ Owner & Third Party) and their frequencies. The contractor shall conduct an internal HSE audit at least on quarterly basis and submit a report to PMC/ Owner.

3.1.16 GENERAL DUTIES OF OWNERS

Owner or PMC on behalf of owner should:

- i) Co-ordinate or nominate a competent person to co-ordinate all activities relating to HEALTH, SAFETY AND ENVIRONMENT on their construction projects;
- ii) Inform all contractors on the work site / project of special risks to HEALTH, SAFETY AND ENVIRONMENT;



- iii) Ensure that executing agency is aware of the owner's requirements and the executing agency's responsibilities with respect to HEALTH, SAFETY AND ENVIRONMENT practices before starting the job.

3.1.17 RESPONSIBILITY OF CONSULTANT

- i) The primary responsibility of Consultant is to ensure compliance with agreed HSE plan for the contract by the Contractor
- ii) The Consultant's scope include submission of latest HSE plans for work under his and Contractor's purview and implementing the same till job completion
- iii) Adequate number of Safety Officers is provided by the Consultant with necessary skills required for the work to be performed.

3.2 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure the followings:

- a. All surplus earth and debris are removed/disposed off from the working site to identified location (s).
- b. Unused/Surplus Cables Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location (s).
- c. All wooden scrap, empty wooden cable drums and other combustible packing materials shall be removed from work place to identified location(s).
- d. Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete chips and bricks, etc. shall not be allowed in the roads to obstruct free movement of men & machineries.
- e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f. Water logging on rods shall not be allowed.
- g. No parking of trucks/ trolleys, cranes and trailers etc. shall be allowed on of roads, which may obstruct the traffic movements.
- h. Utmost care shall be taken to ensure over all cleanliness and proper up keep of the working areas.
- i. Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant areas.
- j. The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.
- k. At least two exits for any unit area shall be assured at all times.



- I. The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.

3.3 HEALTH, SAFETY AND ENVIRONMENT

3.3.1 Construction Hazards

Contractor shall ensure identification of all occupational health, safety and environmental Hazard in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out job safety analysis (JSA) specifically for high risk jobs like working at height and in confined space, deep excavation. Radiography jobs, electrical installations, blasting operations, dismantling activities, welding/ gas cutting jobs and submit the findings to PMC / OWNER. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

A list of construction HZARDS along with their effect and preventive measures is given in Annexure-E.

3.3.2 Safety Practices at Work Places

General Provisions

Contractor shall ensure that

- Solvents, alkalis and other oils are not used to clean the skin.
- Lift the load with back straight and knees bent. The contractor shall ensure at his construction site, no worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or pipelines exceeding in weight as per The Factory Act 1948 / Rule 38 of Building & Construction Workers Regulation (BOCWR), unless aided by another worker or device.
- Rope ladders are not used at construction sites.
- Workers do not sleep, rest or cook etc. in dangerous places.

Lighting

Contractor shall ensure

- Emergency lighting for personnel safety during night time to facilitate as standby lighting source, if normal system fails
- Artificial lighting should not produce glare or disturbing shadows.

3.3.3 Plant, Machinery, Equipment and Hand Tools



1. General Provisions

Contractor shall ensure that:

- Plant, machinery and equipment including hand tools, both manual and power driven, are provided with protective guards, shields or other devices as required.
- Standard operating procedures are established and used for all plant, machinery and equipment.
- Operators of plant, machinery and equipment are not distracted while work is in progress.
- Plant, machinery and equipment are switched off when not in use and isolated before any adjustment, clearing or maintenance is done.
- Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a hazard.
- All moving parts of machinery and equipment are enclosed or adequately guarded.
- Every power-driven machine and equipment are provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly and preventing it from being started again inadvertently.

2. Hand tools

Contractor shall ensure that:

- Hand tools are repaired by competent persons.
- Heads of hammers and other shock tools are timely dressed or ground to a suitable radius on the edge as soon as they begin to mushroom or crack.
- When not in use and while being carried or transported, sharp tools are kept in sheaths, shields, chests or other suitable containers.
- Only insulated or non-conducting tools are used on or near live electrical installations.
- Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.

3. Pneumatic Tools

(i) Contractor shall ensure following for portable pneumatic tools:

- operating triggers so placed as to minimise the risk of accidental starting of the machine.
- operating triggers so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed.

(ii) Hose and hose connections for compressed air supply to portable pneumatic tools should be:

- designed and tested for the pressure and service for which they are intended;
- fastened securely on the pipe outlet and equipped with the safety chain, as appropriate.



- (iii) Pneumatic shock tools should be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel.
- (iv) Pneumatic tools should be disconnected from power and the pressure in hose lines released before any adjustment or repair is made.

4 Electrical Tools

Contractor shall ensure for

- regular inspection and maintenance of all electrical tools by a competent electrician and with proper record keeping.
- temporary connected appliance are not to be left connected in the socket. Its plug should be immediately removed after use.

5 Engines

- (i) The contractor should ensure that Engines should:
 - be installed in such a way, so that they can be started safely and the maximum safe speed cannot be exceeded.
 - have controls for limiting speed.
 - have devices to stop them from a safe place in an emergency.
 - have their batteries top covered with insulating material.
 - have radiator fan covers in place.
- (ii) IC engines are not be run in confined spaces unless adequate exhaust ventilation is provided or the exhaust should be installed outside the confined place at suitable height.
- (iii) When IC engines are being fuelled:
 - the engine should be shut off.
 - care should be taken to avoid spilling fuel.
 - no person should smoke or have an naked light in the vicinity.
 - a fire extinguisher should be kept readily available.
- (iv) Secondary fuel reservoir should be placed outside the engine room.

3.3.4 Explosive/ Blasting Operations

Blasting operations shall be carried out as per latest Explosive Rules (Indian/ International) with prior permission. The contractor shall obtain license from Controller of explosives for collection, transportation, storage of explosives as well as for carrying out blasting operations.

3.3.5 Demolition/ Dismantling



The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices. The contractor shall disconnect service lines (power, gas supply, water, etc.) / make alternate arrangements prior to start of work and restore them, if required as directed by PMC/ Owner at no extra cost. Before carrying out any demolition/ dismantling work, the contractor shall take prior approval of PMC/Owner in Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced person for supervision and shall make adequate arrangements for Fire fighting & First-Aid during the execution of these activities.

3.3.6 Road Safety

The contractor shall ensure adequately planned road transport safety management system. The vehicles shall be fitted with reverse warning alarms & flashing lights and usage of seat belts shall be ensured. The contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations. The maximum allowable speed shall be adhered to. In case of an alert or emergency, the vehicles must clear all the routes, roads, access.

Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony. Hydras shall only be allowed for handling the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials. For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation of pipes, movement of side booms, movement of vehicles on the ROW, etc.

3.3.7 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of PMC/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Annexure-D.

3.3.8 Heavy Lifts

The contractor shall submit detailed rigging studies plan for PMC/ Owner approval prior to lifting equipment which cannot be erected with a crane of approx. 100 MT capacity due to constraints of its dimensions, location of foundation height, approach & weight.

Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipment utilized for the job.

Lift Operator should have valid license.

The contractor shall, at all times, be responsible for all rigging activities. Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.



3.3.9 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

3.3.10 Self Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment & enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

3.3.11 Excavation

For all types of excavation works contractor should ensure that:

1. Method of excavation and the type of support work required are decided considering the following:
 - the stability of the ground including the chances of seepage of water;
 - to prevent hazard, the Hydrocarbon lines, water, electrical and other above ground & underground public utilities should be shut off, rerouted or disconnected, if necessary; If such a presence is envisaged, clearance to be taken from respective competent authority/ person.
 - the position of culvert/bridges, temporary roads and spoil heaps should be determined;
 - a signed rough sketch of the excavation site to be prepared and made the workers understand.
2. Excavation works are supervised by a competent person.
3. Sites of excavations should be thoroughly inspected:
 - daily, prior to each shift and after interruption in work of more than one day;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after substantial damage to supports;
 - after a heavy rain, frost or snow;
 - when boulder formations are encountered.
 - for cracks in the nearby buildings or area as the excavation progresses and the same to be reviewed.
4. Vehicles are not to ply too close to excavated area. At least 2 m distance are maintained from edge of excavation or depth of trench whichever is greater. No load, plant or equipment should be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the sides from collapsing.



5. Adequately anchored stop blocks and barriers are provided to prevent vehicles being driven into the excavation. Heavy vehicles should not be allowed near the excavation unless the support work has been specially designed to permit it.
6. If an excavation is likely to affect the stability of a structure on which persons are working, precautions to be taken to protect the structure from collapse.
7. Necessary precautions to be taken for underground utility lines like cables, sewers etc. and necessary approvals/clearances from the concerned authorities shall be obtained before commencement of the excavation job.
8. During / after rains, the soil becomes loose. Additional precaution to be taken against collapse of side wall. During rains excavation should be avoided.
9. In case of mechanised excavation, precaution to be taken to not to allow anybody to come within one meter of extreme reach of the mechanical shovel. This area of reach of mechanical shovel should be marked / barricaded suitably. The mechanised excavator shall be operated by a well-trained experienced operator. When not in operation, the machine shall be kept on firm levelled ground with mechanical shovel resting on ground. Wheel or belt shall be suitably jammed to prevent any accidental movement of the machine. Suitable precautions as per manufacturer guidelines should be taken for dozers, graders and other heavy machines.
10. In case of blasting, follow strictly IS: 4081-1986 & Indian Explosive Act and rules for storage, handling and carrying of explosive materials and execution of blasting operation.

3.3.12 Structural Work, Laying of Reinforcement & Concreting

For all types of structural works contractor should ensure that:

1. General provisions

- Proper methodology based on the design of the building / structure are developed and approved by competent person before resorting to dismantling / modifications.
- All works / facilities are certified for structural stabilities by a competent person and on statutory requirement completed before putting to use.

2. Erection and dismantling of steel and prefabricated structures

- (i) The safety of workers employed on the erection and dismantling of steel and prefabricated structures are ensured by appropriate means, such as provision and use of:
 - ladders, gangways or fixed platforms;
 - platforms, buckets, boatswain's chairs or other appropriate means suspended from lifting appliances;
 - safety harnesses and lifelines supported on properly designed anchor, catch nets or catch platforms;
 - Mechanical / Power-operated mobile working platforms;
 - Proper Personal Protective Equipment.
- (ii) Steel and prefabricated structures should be so designed and made that they can be safely transported and erected. Route survey required to be carried out from works to construction site route considering the load bearing capacity of the bridges, height of the bridges en-route and



maximum width and length permissible without causing any hazard to public, the route and the equipment.

- (iii) In addition to the need for the stability of the part when erected, the design should explicitly take following into account:
 - the conditions and methods of attachment in the operations of transport, storing and temporary support during erection or dismantling as applicable;
 - Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them easily on the structural steel or prefabricated parts.
- (iv) The hooks and other devices built in or provided on the structural steel or prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:
 - to withstand with a sufficient margin the stresses to which they are subjected;
 - Not to set up stresses in the part that could cause failures, or stresses in the structure itself not provided for in the plans, and be designed to permit easy release from the lifting appliance. Lifting points for floor and staircase units should be located (recessed if necessary) so that they do not protrude above the surface;
 - To avoid imbalance or distortion of the lifted load.
- (v) Store places should be so constructed that:
 - there is no risk of structural steel or prefabricated parts falling or overturning;
 - storage conditions generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions;
 - racks are designed and secured on firm ground so that units cannot move accidentally.
- (vi) While they are being stored, transported, raised or set down, structural steel or prefabricated parts should not be subjected to stresses prejudicial to their stability.
- (vii) Every lifting appliance should:
 - be suitable for the operations and not be capable of accidental disconnection;
 - be approved or tested as per statutory requirement.
- (viii) Lifting hooks should have safety latch (self-closing type).
- (ix) Lifting hooks, Tongs, Clamps and other appliances for lifting structural steel and prefabricated parts should:
 - be of such shape and dimensions as to ensure a secure grip without damaging the part;
 - be marked with the maximum permissible load in the most unfavourable lifting conditions.
 - be periodically inspected and certified to ensure further usage as per requirement of factory act / Building & Construction Workers Regulation (BOCWR).



- (x) Structural steel or prefabricated parts are to be lifted only after rigging plan approved by competent person to prevent them from spinning, slipping or dropping accidentally.
- (xi) When necessary to prevent danger, before they are raised from the ground, structural steel or prefabricated parts are to be provided with safety devices such as railings and working platforms to prevent falls of persons.
- (xii) While structural steel or prefabricated parts are being erected, the workers should be provided with appliances such as guiding ropes for guiding them as they are being lifted and set down, so as to avoid crushing of hands and to facilitate the operations. Use of such appliances should be ensured.
- (xiii) A raised structural steel or prefabricated part should be made so secured and wall units so propped that their stability cannot be affected, even by external factors such as wind and passing loads before its release from the lifting appliance.
- (xiv) At work places, instruction to be given to the workers on the methods, arrangements and means required for the storage, transport, lifting and erection of structural steel or prefabricated parts, and, before erection starts, a meeting of all those responsible should be held to discuss and confirm the requirements for safe erection.
- (xv) During transportation within the construction area, attachments such as slings and straps mounted on structural steel or prefabricated parts are to be securely fastened to the parts. Vehicle loading should be such that the vehicle and the load remain stable at all positions during transportation and unloading.
- (xvi) Structural steel or prefabricated parts are so transported that the conditions do not affect the stability of the parts or the means of transport result in jolting, vibration or stresses due to blows, or loads of material or persons.
- (xvii) When the method of erection does not permit the provision of other means of protection against fall of persons, the workplaces should be protected by guardrails, and if appropriate by toe-boards.
- (xviii) When adverse weather conditions such as snow, hailstorm, rain and wind or reduced visibility, etc. entail risks of accidents, the rigging work should be interrupted after taking necessary safety precautions.

3. Reinforcement

- For supplying of rods at heights, proper staging and/or bundling to be provided.
- Ensure barricading and staging for supplying and fixing of rods at height.
- For short distance carrying of materials on shoulders, suitable pads to be provided.
- While transporting material by trucks/trailers, the rods are not protruded in front of or by the sides of driver's cabin. In case such protrusion cannot be avoided behind the deck, then it should not extend 1/3rd of deck length or 1.5 Meters whichever is less and tied with red flags/lights.



- Reinforcement rods, cut pieces etc. are properly stored at identified locations and the scrap should be disposed off promptly on regular basis.

3.3.13 Cutting / Welding

Common hazards involved in welding/cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks, depletion in O₂ concentration due to generation of toxic gases, etc. Contractor should ensure for the followings: -

- A dry chemical powder (DCP) type fire extinguisher made available in the work area.
- Adequate ventilation ensured by opening manholes and fixing a shield or forced circulation of air etc, while doing a job in confined space.
- Only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators, are used. Also their regular calibration where ever necessary.
- The work piece be connected directly to Power supply, and not indirectly through pipelines/ structures/ equipment etc.
- The welding receptacles rated for 63 A suitable for 415V, 3-Phase system with a scraping earth. Receptacles should have necessary mechanical interlocks and earthing facilities.
- Cable coiling to be maintained at minimum level, if not avoidable. Criss-crossing of welding/electrical power supply cables & gas cutting hoses to be avoided. Care to be taken against damage of gas cutting hoses.
- An energised electrode not be left unattended.
- The power source to be turned off at the end of job.
- Acetylene cylinder key for opening valve to be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Use flash back arrestors to prevent back-fire in acetylene/oxygen cylinder.
- When not in use, valves of all cylinders are kept closed.
- All types of cylinders, whether full or empty, are stored at cool, dry place under shed.
- Forced opening of any cylinder valve not to be attempted.
- Lighted gas torch shall not to be left unattended.
- Acetylene and oxygen cylinders are stored separately.
- Full and empty cylinders are stored separately.
- To avoid cylinders coming into contact with heat.
- If cylinders have to be moved, cylinder valves are shut off.
- Matches are not used to light torches, use a friction lighter. Gas torch to be ignited with the lighter only.
- Any leaking cylinder to be removed immediately and capped. No hot work is allowed in the vicinity of such leaked cylinders.
- Hoses are not wrapped around cylinders when in use or stored.
- Hoses are to be protected from flying sparks, hot slag, and other hot objects. Cylinders are to be protected by covering welding blanket while hot work in the vicinity.
- Lubricants are not used on Ox-fuel gas equipment.

3.4 CONTRACTOR:

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3.4.1 Apart from the points mentioned above, the following points to be taken care of by Contractor:

- a) The Contractor shall provide safe means of access (at least two, differently located to and egress to any working place including provision of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and OWNER/ PMC. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and healthy of the workmen and protection of surrounding areas.

Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out Job Safety Analysis (JSA) specifically for high risk jobs like working at height & in confined space, deep excavations, radiography jobs, electrical installations, blasting operations, demolishing / dismantling activities, welding / gas cutting jobs and submit the findings to PMC / Owner. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

- b) The Contractor shall ensure that all their staff workers including their sub- Contractor (s) as well as visitors shall wear Cotton Uniform, Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, Respirator, protective goggles, gloves etc. by the personnel as per jobs requirements. All these gadgets shall conform to relevant IS specification equivalent.

The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with $\frac{3}{4}$ " cotton chin strap (made of industrial HDPE), safety shoes with steel toe cap and antiskid sole, full body harness (CE marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications / CE or other applicable international standards.

Owner may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner. All Safety / Fire personnel shall preferably wear red colour helmet so that workmen can approach them for guidance during emergencies.

For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory.



For offshore jobs/contracts, contractor shall provide PPEs (new) to PMC & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.

An indicative list of HSE standards/codes is given under Annexure-A.

The contractor shall issue height permit for working at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence to personal protective equipments.

The permit shall be issued initially for one week or expected duration of an activity and extended further for the balance duration. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt. / Safety Deptt. is not required. PMC field Engineers / Safety Officers / Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.

In case work is undertaken without taking sufficient precautions as given in the permit, PMC Engineers may cancel the permit and stop the work till satisfactory compliance is arranged. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.

Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing / descending tall structures. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall.

Contractor shall ensure that Full body harnesses conforming EN361 and having authorized CC marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.

Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of



slippages and falls.

- c) Contractor shall ensure that a proper Safety Net preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12 mm dia. System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 metres) below the working surface at site to arrest or to reduce the consequences of possible fall of persons working at different heights

Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall have sufficient space to hold the workmen and the tools & the tackles including the equipment required for executing the job.

- d) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use. All cylinders shall be mounted on trolleys and provided with a closing key. The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrestor / Non Return Valve device. The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar. At end of work, the cylinders in use shall be closed and hoses depressurized. All welding machines shall have effective earthing. In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.

- e) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erections of materials and equipment's. Employ only those workers who are qualified, trained and suited by their age, physique, state of health and skill for the job intended to be assigned. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to shall be provided by the contractor before starting the actual work/ operation at night.

Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.

The contractor shall be responsible for safe



operations of different equipments mobilized and used by him at the workplace like transport vehicles, engines, cranes, mobile ladders, scaffoldings, work tools, etc.

- f) The duties & responsibilities of the contractor worker should include the following:
- To perform work safely as per the job requirement and instructions.
 - To inform all concerned regarding unsafe conditions / and unsafe acts.
 - To wear PPE as stipulated and necessary for the job.
 - To inform promptly to their supervisor regarding all work related incidents resulting in personal injury, illness and/or property damage.
 - To take all necessary and appropriate safety precautions to protect themselves, other personnel and the environment.

- g) Hazardous and/or toxic material such as solvent coating or thinners shall be stored in appropriate containers.

- h) All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to PMC / Owner.

- i) Contractor shall ensure that during the performance of the work all hazards to the health of personnel have been identified assessed and eliminated.

- j) Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

- k) All personnel exposed to physical agents such as ionizing or non-ionizing radiation ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with type of exposure involved. For ionizing radiation, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.

- l) Where contract or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.



- m) Contractor shall ensure the following facilities at work sites:
- I) A Crèche where 10 or more female workers are having children below the age of 6 years.
 - II) Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.
- n) The Contractor shall arrange medical examination of all his employees before employing, after illness or injury. If it appears that the illness or injury might have affected his fitness and thereafter, at periodicity stipulated under Factor Act/Building & Construction Workers Regulation shall be followed.
- o) The contractor shall ensure at a construction site an occupational health centre mobile or static is provided and maintained in good order. Services and facilities as per the scale lay down under Factory Act & Rules/Building & Construction Workers Regulations.
- p) Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labor camps, commensurate with applicable Laws/Legislation.
- q) Contractor shall ensure storage and utilization methodology of material that are not detrimental to the environment. Wherever required Contractor shall ensure that only the environment friendly material are selected.

Emphasize on recycling of waste materials such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

- r) All person deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulation relating to the hazardous materials substance and wastes. Contractors shall not dump, release or otherwise discharge or dispose off any such materials without the authorization of OWNER/ PMC.

Suitable scaffoldings shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders. When a ladder is used, an extra workman shall be engaged for holding the ladder.

The contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the



designed load. Owner / PMC reserves the right to ask the contractor to submit certification and or design calculations from his Engineering regarding load carrying capacity of the scaffoldings.

All scaffolds shall be inspected by a Scaffolding Inspector of the contractor. He shall paste a GREEN tag on each scaffold found safe and a RED tag on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and RED ones shall immediately be removed from the site.

All electrical installations / connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE / applicable international rules & regulations:

- OISO SID 173 : Fire prevention & protection system for electrical installations
- SP 30 (BIS) : National Electric Code

3.4.2 Requirement for Electrical Installation

All electrical installations shall be approved by the concerned statutory authorities.

- The contractor shall meet the following requirements:
 - i) Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical / applicable international regulations.
 - ii) Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system / points including their earthing. A copy of the license shall be submitted to PMC / Owner for records. Availability of at least one competent licensed electrician shall be ensured at site round the clock to attend to the normal / emergency jobs.
 - iii) All switchboards / welding machines shall be kept in well-ventilated & covered shed. The shed shall be elevated to avoid water logging. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.



- iv) Fire extinguishers and insulating mats shall be provided in all power distribution centers.
- v) Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.
- vi) Proper housekeeping shall be done around the electrical installations.
- vii) All temporary installations shall be tested before energising, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.
- viii) All welders shall use hand gloves irrespective of holder voltage.
- ix) Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.
- x) Operation of earth leakage device shall be checked regularly by temporarily connecting series test lamp (2 bulbs of equal rating connected in series) between phase and earth.
- xi) Regular inspection of all installations (at least once in a month)
- xii) Treat all circuits as "LIVE" unless ensured otherwise.
- xiii) Electrical "Lock Out - Tag Out (LOTO)" procedure be followed for work on electrical system.
- xiv) Two separate and distinct connections to earth grid for all electrical equipment operating above 250V.
- xv) Electrical switch boards, portable tools, equipment (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry, check for specified insulation value and then only use them. Check proper earthing. All temporary switch boards/ KIOSKS put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.
- xvi) Unarmoured cable directly on ground, wall, roof or trees are not to be laid. All temporary cables are laid at least



750 mm below ground and cable markers are provided. Proper sleeves provided at road crossings. In case temporary cables are required to be laid on wooden poles/steel poles, the minimum cable heights should be 4.5M.

- xvii) Electrical wires/equipment are protected from water and naked flames.
- xviii) Illuminate level in all the work areas are in line with OISD-RP-149.
- xix) All parts of electrical installations so constructed, installed and maintained as to prevent danger of electric shock, fire and explosion. Periodic checking of electrical safety appliances such as gloves, insulating mats, hoods etc. to be done/witnessed in line with OISD-STD-137, and records to be maintained duly endorsed by the concerned.
- xx) A notice displaying following, is kept exhibited at suitable places in local language also:
 - prohibiting unauthorized persons from entering electrical equipment rooms or from handling or interfering with electrical apparatus;
 - containing directions as to procedures in case of fire, rescue of persons in contact with live conductors and the restoration of persons suffering from electric shock;
 - Specifying the person to be notified in case of electrical accident or dangerous occurrence, and indicating how to communicate with him.
- xxi) No other cables/pipes to be laid in trench used for electrical cables.
- xxii) Utmost care is taken while excavating Earth from cable trench to avoid damage or any accident.
- xxiii) Sub-station floor cut-outs meant for switch board installations to be covered wherever installation is incomplete.
- xxiv) Flameproofness integrity of all flameproof equipment /fittings/fixtures are ensured at all times.

NOTE: A Residual Current Operated Circuit Breaker (RCCB) or Earth Leakage Circuit Breaker (ELCB), when installed, protects a human being to the widest extent. RCCB or ELCB should be provided as per latest CEA Safety Regulation.

3.4.2.1 Inspection and maintenance



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- A careful external examination of the equipment and conductors, especially the flexible cables are made at the beginning of every shift by the person using the electrical equipment.
- Apart from some exceptional cases subject to work permits, work on or near live parts of electrical equipment is forbidden. Before starting any work on conductors and/or equipment, it is to be ensured that: power supply should be isolated by an authorized person following the concept of LOTO;
- After work has been done on conductors and/or equipment, the power supply should only be switched on again after work permit is returned back, lock/tag on isolated feeder are removed and the workplace is reported safe.
- Only approved and tested tools and personal protective equipment such as rubber gloves, arc flash suit etc. are provided to the Electricians.

3.4.2.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

- i) Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.
- ii) The outgoing feeders shall be double or triple pole switches with fuses/ MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- iii) The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. The earth leakage device shall have an operating current not exceeding 30 mA.
- iv) All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- v) All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.
- vi) Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm² copper shall be used for all single phase hand tools.
- vii) Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- viii) All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multistrand wires / cables.



- ix) Cables shall be free from any insulation damage.
- x) Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25M of buried trench route. When laid above ground, cables shall be properly cleated or supported on rigid poles of at least 2 M high. Minimum head clearance of 6 meters shall be provided at road crossings.
- xi) Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- xii) All cable joints shall be done with proper jointing kit. No taped / temporary joints shall be used.
- xiii) An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armoured cables, the armour shall be bonded to the earthing system.
- xiv) All cables and wire rope used for earth connections shall be terminated through tinned copper lugs.
- xv) In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.
- xvi) Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- xvii) ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.4.3 Environment Management

- i. The Contractor shall use construction equipment designed and equipped to minimise or control air pollution & noise pollution. He shall maintain evidence of such design and equipment and make these available for inspection by employer/owner.
- ii. The Contractor shall consider noise as an environmental constraint in his design, planning and execution of the Works and provide demonstrable evidence of the same. The Contractor shall, take all appropriate measures to ensure that work carried out by the Contractor, whether on or off the Site, will not cause any



- unnecessary or excessive noise.
- iii. Protection against the effects of occupational noise exposure should be provided when the sound levels exceed the threshold values as prescribed

3.4.4 General Care

- i. The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.
- ii. For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.
- iii. To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.
- iv. Appropriate respiratory protective devices shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.
- v. Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipments.
- vi. For jobs like drilling / demolishing / dismantling where noise pollution exceeds the specified limit of 85 decibels, ear muffs shall be provided to the workers.
- vii. To avoid upper limb disorders and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good circulation in hands.
- viii. The contractor shall arrange health check up for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. PMC / Owner reserve the right to ask the contractor to submit test reports.

3.4.5 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging / planning the construction activities to suit the weather conditions.

3.4.6 Communication

All persons deployed at the work site shall have access to effective



means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

3.4.7 Unsuitable Land Conditions

Contractor shall take appropriate measures and necessary work permits / clearances if work is to be done in or around marshy areas, river crossings, mountains, monuments, etc.

3.4.8 Under Water Inspection

Contractor shall ensure that boats and other means used for transportation, surveying & investigation works shall be certified seaworthy by a recognized classification society. It shall be equipped with all life saving devices like life jackets, adequate fire protection arrangements and shall possess communication facilities like cellular phones, wireless, walkie-talkie. All divers used for seabed surveys, underwater inspections shall have required authorized license, suitable life saving kit. Number of hours of work by divers shall be limited as per regulations. Owner shall have the right to inspect the boat and scrutinize documents in this regard.

3.4.9 Tool Box Meeting (TBM)

Contractor shall conduct daily TBM with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The TBM is to be conducted by the immediate supervisor of the workers.

TOOLBOX MEETING RECORDING SHEET

Date and Time		
Subject		
Presenter		
Hazards involved		
Precautions to be taken		
Worker's name	Signature	Section
Remarks If any		

The topics during TBM shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards / events / instruction / orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to Owner whenever demanded.



3.4.10 Training

Contractor shall ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about

- Potential hazards to which they may be exposed at their workplace
- Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum;

- Education about hazards and precautions required
- Emergency and evacuation plan
- HSE requirements
- Fire fighting and First-Aid
- Use of PPEs
- Local laws on intoxicating drinks, drugs, smoking in force

Records of the training shall be kept and submitted to Owner whenever demanded.

For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to GAIL.

3.4.11 Inspection

The contractor shall carryout daily HSE inspection and record observations at a central location. These inspection records shall be freely accessible to Owner. The contractor shall also assist Owner during the HSE inspections conducted by them.

3.4.12 Additional Safety Requirements for Working Inside a Running Plant/ Pipe Laying in Existing ROU

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant :

- Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.
- The contractor shall monitor, record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.
- Contractor's workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units' area, tanks area, pump rooms, etc. without work authorization permit.
- Work activities shall be planned in such a way so as to minimize



the disruption of other activities being carried out in an operational plant / unit and activities of other contractors.

- e) The contractor shall submit a list of all chemicals / toxic substances that are intended to be used at site and shall take prior approval of the Owner.
- f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations / First-Aid measures.
- g) Proper barricading / cordoning of the operational units / plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.
- h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.
- i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.
- j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.
- k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.
- l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas / Hydrocarbon shall be done.
- m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.
- n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.
- o) Welding spatters shall be contained properly and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations.
- p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters



on the exhaust pipe and got it approved from Safety Department of the Owner.

- q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.
- r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.
- s) An experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.
- t) Standard SOP to be followed while laying new pipeline in existing/ common ROU and all safety precaution taken as per requirement.

3.5 HSE PROMOTION

3.5.1 The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops / seminars / training programmes, celebrating HSE awareness weeks & National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting bonus for completing the job without any lost time accident.

3.5.2 The contract employees should be suitably rewarded as per a scheme, with monetary benefits/ prizes for proactive actions like timely reporting of the Near miss incidents/ Unsafe conditions/ Unsafe Acts based on the accident potential if it could have occurred

4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

4.1 ON AWARD OF CONTRACT

The Contractor shall prior to start of work submit his Health, Safety and Environment Manual of procedure and HSE Plans for approval by OWNER/PMC. The Contractor shall participate in the pre-start meeting with OWNER/PMC to finalize HSE plans including the following.

- Job procedure to be followed by Contractor for activities covering Handling of equipment's, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each.
- Organizations structure along with responsibility and authority records/ reports etc. on HSE activities.

4.2 DURING JOB EXECUTION

4.2.1 Implement approved Health, Safety and Environment management procedure including but not limited to as brought out under para 3.0. Contractor shall also ensure to:

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc. as applicable.



- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of Chemicals/explosives materials and its use and implement all precautions mentioned therein
- Submit timely the completed check list on HSE activities, Monthly HSE report, accident report, investigation report, etc. as per OWNER requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to OWNER.
- Ensure that resident Engineers/Site-In-Charge of the Contractor shall attend all the Safety Committee/HSE meeting arranged by OWNER only in case of his absence from site, a seconds senior most person shall be nominated by him in advance and communicated to OWNER.
- Display at site office and work locations caution boards, list of hospitals for emergency services available.
- Provided posters, banners, for safe working to promote safety consciousness
- Carryout audits/inspection at sub -Contractor work as per approved HSE documents & submit the reports for OWNER review.
- Assist in HSE audits by OWNER and submit compliance report.
- Generate & submit HSE records/ reports as per HSE Plan.
- Appraise OWNER/PMC on HSE activities at site.

5.0 **RECORDS**

At the minimum, the contractor shall maintain/ submit HSE records in the following reporting formats:

1	HSE Checklist cum compliance report	HSE-1
2	Accident / Incident Report	HSE-2
3	Supplementary Accident / Incident Investigation report	HSE-3
4	Near Miss Incident Report	HSE-4
5	Monthly HSE Report	HSE-5
6	Permit for working at height	HSE-6
7	Permit for working in confined space	HSE-7
8	Permit for radiation work	HSE-8
9	Permit for demolishing / dismantling	HSE-9



A. I.S. CODES ON HSE

SP:53	Safety code for the use, Care and protection of hand operated tools.
IS: 818	Code of practice for safety and health requirements in electric and gas welding and cutting operations
IS: 1179	Eye and Face precautions during welding, equipment etc.
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989(Part-I & II)	Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding and cutting operations.
IS: 3043	Code of practice for earthing.
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents.
IS: 3996	Safety Code of scaffolds and ladders.
IS: 4082	Recommendation on stacking and storage of construction materials and components at site.
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216 (Part-I) electrical works	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots.
IS: 5983	Eye protectors
IS:6519	Selection, care and repair of Safety footwear
IS: 6994 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body



protection

IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS:11016 operation	General and safety requirements for machine tools and their
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416 at working place	Recommendations for preventive measures against hazards

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses	:	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646 / 58211
Safety Shoes	:	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	:	BS 1651
Ear Muffs	:	BS 6344, ANSI S 31.9
Hard Hat	:	ANSI Z 89.1 / 89.2, AS 1808, BS 5240, DIN 4840
Goggles	:	ANSI Z 87.1
Face Shield	:	ANSI Z 89.1
Breathing Apparatus	:	BS 4667, NIOSH
Welding & Cutting	:	ANSI Z 49.1
Safe handling of compressed Gases in cylinders	:	P-1 (Compressed Gas Association 1235 Jefferson Davis Highway, Arlington VA 22202 – USA)

C. OISD – 192 – SAFETY PRACTICES DURING CONSTRUCTION

D. OISD – 207 – CONTRACTOR SAFETY



ANNEXURE- B**DETAILS OF FIRST AID BOX**

SL. NO	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 inch wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 inch wide (Hand and Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 inch wide (Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5.	Cotton wool (20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm x 5 m)	1 Spool
11.	Eye pads in Separate Sealed Packet	4 Pcs.
12.	Tourniquet	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine / Betadin (100 ml.)	1 Bottles
15.	Ointment for burns (Burnol 20 gms.)	1 Bottle
16.	Polythene Wash cup for washing eyes	1 No.
17.	Potassium Permanganate (20 gms.)	1 Pkt.
18.	Tinc. Benzoin (100 ml.)	1 Bottle
19.	Triangular Bandages	2 Nos.
20.	Band Aid Dressing	5 Pcs.
21.	Iodex / Moov (25 gms.)	1 Bottle
22.	Tongue Depressor	1 No.
23.	Boric Acid Powder (20 gms.)	2 Pkt.
24.	Sodium Bicarbonate (20 gms.)	1 Pkt.
25.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
26.	Medicinal Glass	1 No.
27.	Duster	1 No.
28.	Booklet (English & Local Language)	1 No. each
29.	Soap	1 No.
30.	Toothache Solution	1 No.
31.	Eye Ointment	1 Bottle
32.	Vicks (22 gms.)	1 Bottle
33.	Forceps	1 No.
34.	Cotton Buds (5 nos.)	1 Pkt.
35.	Note Book	1 No.
36.	Splints	4 Nos.
37.	Lock	1 Piece
38.	Life Saving/Emergency/Over-the Counter Drugs	As decided at site
	Box size : 14" x 12" x 4"	

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used. A prescription, in this regard, shall be required from a qualified Physician.



ANNEXURE – C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire	Water	Foam	Fire Extinguishers CO2	Dry Powder	Multi Purpose (ABC)
Originated from paper, clothes, wood	√	√	Can control minor surface fires	Can control minor surface fires	√
Inflammable Liquid like alcohol, diesel, petrol, edible oils, bitumen	x	√	√	√	√
Originated from gases like LPG, CNG, H2	x	x	√	√	√
Electrical Fires	x	x	√	√	√

Legend : √ Can be used
 x Not to be used

Note : Fire extinguishing equipment must be checked at least once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.



Indicative List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules.
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wage Act.



ANNEXURE – E

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION Pit Excavation up to 3.0m	➤ Falling into pit	➤ Personal injury	➤ Provide guard rails/barricade with warning signal. ➤ Provide at least two entries/exits. ➤ Provide escape ladders.
	➤ Earth Collapse	➤ Suffocation / Breathlessness Buried	➤ Provide suitable size of shoring and strutting, if required. ➤ Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. ➤ Don't allow vehicles to operate too close to excavated areas. Maintain at least 2m distance from edge of cut. ➤ Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. ➤ Battering/benching the sides.
	➤ Contact with buried electric cables ➤ Gas/ Oil Pipelines	➤ Electrocutation ➤ Explosion	➤ Obtain permission from competent authorities, prior to excavation, if required. ➤ Locate the position of buried utilities by referring to plant drawings. ➤ Start digging manually to locate the exact position of buried utilities and thereafter use



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			flames are to be strictly prohibited.
	➤ Scattering of stone pieces in atmosphere	➤ Can hurt people	➤ Use PPE like goggles, face mask, helmets etc.
Rock excavating by blasting (Contd)	➤ Entrapping of persons/ animals.	➤ May cause severe injuries or prove fatal	➤ Barricade the area with red flags and blow siren before blasting.
	➤ Misfire	➤ May explode suddenly	➤ Do not return to site for at least 20 minutes or unless announced safe by designated person.
Piling Work	➤ Failure of pile-driving equipment	➤ Can hurt people	➤ Inspect Piling rigs and pulley blocks before the beginning of each shift.
	➤ Noise pollution	➤ Can cause deafness and psychological imbalance	➤ Use personal protective equipments like ear plugs, muffs, etc.
	➤ Extruding rods / casing	➤ Can hurt people	➤ Barricade the area ➤ an install sign boards ➤ Provide first-aid
	➤ Working in the vicinity of 'Live-Electricity'	➤ Can cause electrocution / asphyxiation	➤ Keep sufficient distance from Live-Electricity as per IS code. ➤ Shut off the supply, if possible ➤ Provide artificial/rescue breathing to be injured.
(B) CONCRETING	➤ Air pollution by cement	➤ May affect Respiratory System	➤ Wear respirators or cover mouth and nose with wet cloth.
	➤ Handling of ingredients	➤ Hand s may get injured	➤ Use gloves and other PPE.
	➤ Protruding reinforcement rods.	➤ Feet may get injured	➤ Use Safety shoes. ➤ Provide platform above reinforcement for movement of workers.
	➤ Earthing of electrical mixers,	➤ Can cause electrocution / asphyxiation	➤ Ensure earthing of equipments and proper functioning of



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	vibrators, etc. not done		electrical circuit before commencement of work.
	➤ Falling of materials from height	➤ Persons may get injured	➤ Use hard hats ➤ Remove surplus material immediately from work place ➤ Ensure lighting arrangements during night hours.
	➤ Continuous pouring by same gang	➤ Cause tiredness of workers and may lead to accident.	➤ Insist on shift pattern ➤ Provide adequate rest to workers between subsequent pours.
	➤ Revolving or concrete mixer/ vibrators	➤ Parts of body or clothes may get entrapped.	➤ Allow only mixers with hopper ➤ Provide safety cages around moving motors ➤ Ensure proper mechanical locking of vibrator
Super-structure	➤ Same as above plus ➤ Deflection in props or shuttering material	➤ Shuttering / props may collapse and prove fatal	➤ Avoid excessive stacking on shuttering material ➤ Check the design and strength of shuttering material before commencement of work ➤ Rectify immediately the deflection noted during concreting
	➤ Passage to work place	➤ Improperly tied and designed props / planks may collapse	➤ Ensure the stability and strength of passage before commencement of work ➤ Do not overload and under the passage.
(C) REINFORCEMENT	➤ Curtailment and binding of rods	➤ Persons may get injured	➤ Use PPE like gloves, shoes, helmets, etc. ➤ Avoid usage of shift tools
	➤ Carrying of rods for short distance/ at	➤ Workers may injure their hands and shoulders	➤ Provide suitable pads on shoulders and use safety



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	➤ heights		➤ gloves. ➤ Tie up rods in easily liftable bundles ➤ Ensure proper staging.
	➤ Checking of clear distance/ cover with hands	➤ Rods may cut or injure the finger	➤ Use measuring devices tape, measuring rods, etc.
	➤ Hitting projected rods and standing on cantilever rods	➤ Persons may get injured and fall down	➤ Use safety shoes and avoid standing unnecessarily on cantilever rods ➤ Avoid wearing loose clothes
	➤ Falling of material from height	➤ May prove fatal	➤ Use helmets ➤ Provide safety nets
	➤ Transportation of rods by trucks / trailers	➤ Protruded rods may hit the persons	➤ Use red flags/lights at the ends ➤ Do not protrude the rods in front of or by the side of driver's cabin. ➤ Do not extend the rods 1/3rd of deck length or 1.5 m which is less
(D) WELDING AND GAS CUTTING	➤ Welding radiates invisible ultraviolet and infrared rays	➤ Radiation can damage eyes and skin.	➤ Use specified shielding devices and other PPE of correct specifications ➤ Avoid throat tungsten electrodes for GTAW.
	➤ Improper placement of oxygen and acetylene cylinders	➤ Explosion may occur	➤ Move out any leaking cylinder ➤ Keep cylinder in vertical position ➤ Use trolley for transportation of cylinders and chain them ➤ Use flash back arrestors
	➤ Leakage / cuts in hoses	➤ May cause fire	➤ Purge regulators immediately and then turn off ➤ Never use grease or



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			oil on oxygen line connections and copper fittings on acetylene lines ➤ Inspect regularly gas carrying hoses ➤ Always use red hose for acetylene & other fuel gases and black for oxygen.
	➤ Opening-up of cylinder	➤ Cylinder may burst	➤ Always stand back from the regulator while opening the cylinder ➤ Turn valve slowly to avoid bursting ➤ Cover the lug terminals to prevent short circuiting.
	➤ Welding of tanks, container or pipes storing flammable liquids	➤ Explosion may occur	➤ Empty & purge them before welding ➤ Never attach the ground cable to tanks, container or pipe storing flammable liquids ➤ Never use LPG for gas cutting
(E) RADIOGRAPHY	➤ Ionizing Radiation	➤ Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	➤ Ensure safety regulations as per BARC/AERB before commencement of job. ➤ Cordon off the area and install Radiation warning symbols ➤ Restrict the entry of unauthorized persons ➤ Wear appropriate PPE and film badges issued by BARC/AERB
	➤ Transportation and Storage of Radiography source	➤ Same as above	➤ Never touch or handle radiography source with hands ➤ Store radiography source inside a pit in an exclusive isolated



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			storage room with lock and key arrangement. The pit should be approved by BARC/AERB ➤ Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. ➤ BARC/AERB have to be informed before source movement. ➤ Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	➤ Loss of Radio isotope	➤ Same as above	➤ Try to locate with the help of Survey Meter. ➤ Inform BARC/AERB(*) (*) Atomic Energy Regulatory Board (AERB), Bhabha Atomic Research Centre (BARC) Anushaktinagar, Mumbai – 400 094
(F) ELECTRICAL INSTALLATION AND USAGE	➤ Short circuiting	➤ Can cause Electrocution or Fire	➤ Use rubberized hand gloves and other PPE ➤ Don't lay wires under carpets, mats or door ways. ➤ Allow only licensed electricians to perform on electrical facilities ➤ Use one socket for one appliance ➤ Ensure usage of only fully insulated wires or cables ➤ Don't place bare wire ends in a socket



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			➤ Ensure earthing of machineries and equipments ➤ Do not use damaged cords and avoid temporary connections ➤ Use spark-proof/flame proof type field distribution boxes. ➤ Do not allow open/bare connections ➤ Provide all connections through ELCB ➤ Protect electrical cables / equipment's from water and naked flames ➤ Check all connections before energizing.
	➤ Overloading of Electrical System	➤ Bursting of system can occur which leads to fire	➤ Display voltage and current ratings prominently with 'Danger' signs. ➤ Ensure approved cable size, voltage grade and type. ➤ Switch off the electrical utilities when not in use. ➤ Do not allow unauthorized connections. ➤ Ensure proper grid wise distribution of Power.
	➤ Improper laying of overhead and underground transmission lines / cables	➤ Can cause electrocution and prove fatal	➤ Do not lay unarmored cable directly on ground, wall, roof of trees ➤ Maintain at least 3m distance from HT cables ➤ All temporary cables should be laid at least 750 mm below ground on 100 mm



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			fine sand overlying by brick soling ➤ Provide proper sleeves at crossings/ intersections ➤ Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions / termination.
(G) FIRE PREVENTION AND PROTECTION	➤ Small fires can become big ones and may spread to the surrounding areas	➤ Cause burn injuries and may prove fatal.	➤ In case a fire breaks out, press fire alarm system and shout "Fire, Fire" ➤ Keep buckets full of sand & water/fire extinguishing equipment near hazardous locations ➤ Confine smoking to 'Smoking Zones' only ➤ Train people for using specific type of fire equipments under different classes of fire ➤ Keep fire doors/ shutters, passages and exit doors unobstructed ➤ Maintain good house keeping and first-aid boxes (for detail refer Annex-2) ➤ Don't obstruct access to Fire extinguishers ➤ Do not use elevators for evacuation during fire ➤ Maintain lightening arrestors for elevated structures ➤ Stop all electrical motors with internal combustion. ➤ Move the vehicles from dangerous



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			locations. ➤ Remove the load hanging from the crane booms. ➤ Remain out of the danger areas.
	➤ Improper selection of Fire Extinguisher	➤ It may not extinguish the fire	➤ Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Annexure-C) ➤ Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO ₂ /sand or earth.
	➤ Improper storage of highly inflammable substances	➤ Same as above	➤ Maintain safe distance of flammable substances from source of ignition ➤ Restrict the distribution of flammable materials to only min. necessary amount ➤ Construct specifically designed fuel storage facilities ➤ Keep chemicals in cool and dry place away from hat. Ensure adequate ventilation ➤ Before welding operation, remove or shield the flammable material properly ➤ Store flammable materials in stable racks, correctly labeled preferably with catchments trays. ➤ Wipe off the spills immediately



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	➤ Short circuiting of electrical system	➤ Same as above ➤ Can cause Electrocutation	➤ Don't lay wires under carpets, mats or door ways ➤ Use one socket for one appliance ➤ Use only fully insulated wires or cables ➤ Do not allow open/bare connections ➤ Provide all connections through ELCB ➤ Ensure earthing of machineries and equipments
(H) VEHICULAR MOVEMENT	➤ Crossing the Speed Limits (Rash driving)	➤ Personal injury	➤ Obey speed limits and traffic rules strictly ➤ Always expect the unexpected and be a defensive drive ➤ Use seat belts/helmets ➤ Blow horn at intersections and during overtaking operations. ➤ Maintain the vehicle in good condition ➤ Do not overtake on curves, bridges and slopes
	➤ Adverse weather condition	➤ Same as above	➤ Read the road ahead and ride to the left ➤ Keep the wind screen and lights clean ➤ Do not turn at speed ➤ Recognize the hazard, understand the defense and act correctly in time.
	➤ Consuming alcohol before and during he	➤ Same as above	➤ Alcohol and driving do not mix well. Either choose



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	driving operation		➤ alcohol or driving. ➤ If you have a choice between hitting a fixed object or an oncoming vehicle, hit the fixed object ➤ Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. ➤ Do not force the driver to drive fast and round the clock ➤ Do not day dram while driving
	➤ Falling objects / Mechanical failure	➤ May prove fatal	➤ Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. ➤ Proper maintenance of the vehicle as per manufacturer instructions
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING	➤ Bursting of piping ➤ Collapse of tanks ➤ Tanks flying off	➤ May cause injury and prove fatal	➤ Prepare test procedure & obtain CONSULTANT/ Owner's approval ➤ Provide separate gauge for pressurizing pump and piping/equipment ➤ Check the calibration status of all pressure gauges, dead weight testers and temperature recorders ➤ Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range ➤ Provide safety relief valve (set at



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			pressure slightly higher than test pressure) while testing with air/nitrogen ➤ Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/ nuts, grouting, etc. before and during testing ➤ Keep the vents open before opening any valve while draining out of water used for hydro testing of tanks ➤ Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction ➤ A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	➤ Person can fall down	➤ May sustain severe injuries or	➤ Provide guard rails/barricade at the



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
		prove fatal	- work place ➤ Use PPE like safety belts, full body harness, life line, helmets, safety shoes, etc. ➤ Obtain a permit before starting the work at height above 3 meters ➤ Fall arrest systems like safety nets, etc. must be installed ➤ Provide adequate working space (min. 0.6 m) ➤ Tie/weld working platform with fixed support ➤ Use roof top walk ladder while working on a slopping roofs ➤ Avoid movement on beams
		➤ May hit the scrap / material stacked at the ground or in between	➤ Keep the work place neat and clean ➤ Remove the scrap immediately
	➤ Material can fall down	➤ May hit the workers working at lower levels and prove fatal.	➤ Same as above plus ➤ Do not throw or drop material or equipment from height ➤ All tools to be carried in a toolkit bags or on working uniform ➤ Remove scrap from the planks ➤ Ensure wearing of helmet by the workers at low level
(K) CONFINED SPACES	➤ Suffocation / drowning	➤ Unconsciousness, death	➤ Use respiratory devices, if required ➤ Avoid over crowding inside a confined space ➤ Provide Exhaust Fans for ventilation ➤ Do not wear loose clothes, neck ties,



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			etc. ➤ Fulfill conditions of the permit. ➤ Check for presence of hydrocarbons, O ₂ level ➤ Obtain work permit before entering a confined space ➤ Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange
	➤ Presence of foul smell and toxic substances	➤ Inhalation can pose threat to life.	➤ Same as above plus ➤ Check for hydrocarbon and Aromatic compounds before entering a confined space ➤ Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency
	➤ Ignition / flame can cause fire	➤ Person may sustain burn injuries or explosion may occur	➤ Keep fire extinguishers at a hand distance ➤ Remove surplus material and scrap immediately ➤ Do not smoke inside a confined space ➤ Do not allow gas cylinders inside a confined space ➤ Use low voltage (24V) lamps for lighting ➤ Use tools with air motors or electric tools with max.



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			voltage of 24V ➤ Remove all equipments at the end of the day
(L) HANDLING AND LIFTING EQUIPMENTS	➤ Failure of load lifting and moving equipments	➤ Can cause accident and prove fatal	➤ Avoid standing under the lifted load and within the operating radius of cranes ➤ Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery ➤ Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. ➤ Allow crane to move only on hard, firm and leveled ground ➤ Allow lifting slings as short as possible and check gunny packings at the friction points ➤ Do not allow crane to tilt its boom while moving ➤ Install Safe Load Indicator ➤ Ensure certification by applicable authority.
	➤ Overloading of lifting equipments	➤ Can cause electrocution and fire	➤ Safe lifting capacity of derricks and winches written on them shall be got verified. ➤ The max safe working load shall be marked on all lifting equipments ➤ Check the weight of columns and other heavy items painted on them and accordingly decide about the crane



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			capacity, boom and angle of erection ➤ Allow only trained operators and riggers during crane operation
	➤ Overhead electrical wires	➤ Can cause electrocution and fire	➤ Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables ➤ Hook and load being lifted shall preferably remain in full visibility of crane operator.
(M) SCAFFOLDING, FORMWORK AND LADDERS	➤ Person can fall down	➤ Person may sustain severe injuries and prove fatal	➤ Provide guard rails for working at height ➤ Face ladder while climbing and use both hands ➤ Ladders shall extend about 1m above landing for easy access and tying up purpose ➤ Do not place ladders against movable objects and maintain base at ¼ unit of the working length of the ladder ➤ Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes ➤ No loose planks shall be allowed ➤ Use PPE, like helmets, safety shoes, etc.
	➤ Failure of scaffolding material	➤ Same as above	➤ Inspect visually all scaffolding materials for stability and anchoring with permanent structures. ➤ Design scaffolding



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			for max. load carrying capacity ➤ Scaffolding planks shall not be less than 50x250 mm full thickness lumber or equivalent. These shall be cleared or secured and must extend over the end supports by at least 150mm and not more than 300 mm ➤ Don't overload the scaffolds ➤ Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	➤ Material can fall down	➤ Persons working at lower level gets injured.	➤ Remove excess material and scrap immediately ➤ Carry the tools in a tool-kit bag only ➤ Provide safety nets
(N) STRUCTURAL WORKS	➤ Personal negligence and danger of fall	➤ Can cause injury or casualty	➤ Do not take rest inside rooms built for welding machines or electrical distribution system ➤ Avoid walking on beams at height ➤ Wear helmet with chin strap and safety belts when working at height ➤ Use hand gloves and goggles during grinding operations ➤ Cover or mark the sharp and projected edges ➤ Do not stand within the operating radius of cranes
	➤ Lifting / slipping of	➤ Same as above	➤ Do not stand under the lifted load



ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	material		➤ Stack properly all the materials. Avoid slippage during handling ➤ Control longer pieces lifted up by cranes from both ends ➤ Remove loose materials from height ➤ Ensure tightening of all nuts and bolts
(O) PIPELINE WORKS	➤ Erection / lowering failure	➤ Can cause injury	➤ Do not stand under the lifted Load ➤ Do not allow any person to come within the radii of the side boom handling pipes ➤ Check the load carrying capacity of the lifting tools and tackles ➤ Use safe Load Indicators ➤ Use appropriate PPEs
	➤ Other	➤ Same as above	➤ Wear gum boots in marshy areas ➤ Allow only one person to perform signaling operations while lowering of pipes ➤ Provide night caps on pipes ➤ Provide end covers on pipes for stoppage of pigs while testing/cleaning operations.



HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

Project: _____

Contractor: _____

Date: _____

Owner: _____

Inspection By _____

Report No: _____

Frequency : Fortnightly

Job No: _____

SL. NO.	ITEM	YES	NO	REMARKS	ACTION
1	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and clean				
c)	Passageways and Walkways clear				
d)	General neatness of working areas				
e)	Others				
2	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Safety shoes				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Safety Belts				
h)	Safety Helmet/Hard Hat				
i)	Others				
3	EXCAVATIONS/OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Others				
4	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Fire extinguisher(s) accessible				
f)	Others				
5	SCAFFOLDING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				



SL. NO.	ITEM	YES	NO	REMARKS	ACTION
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Others				
6	LADDERS				
a)	Extension side rails 1m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70 from horizontal				
e)	Others				
7	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes OK				
c)	Inspection and maintenance logs maintained				
d)	Outriggers used				
e)	Signs/barricades provided				
f)	Signals observed and understood				
g)	Qualified operators				
h)	Others				
8	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Others				
9	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Others				
10	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Others				
11	FIRE PREVENTION				
a)	Personnel instructed				
b)	Fire extinguishers checked				
c)	No smoking in Prohibited Areas				
d)	Hydrants Clear				



SL. NO.	ITEM	YES	NO	REMARKS	ACTION
e)	Others				
12	ELECTRICAL				
a)	Use of 3-core armoured cables				
b)	Usage of 'All insulated' or 'double insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (main DB)				
e)	Continuity and tightness of earth conductor				
f)	Covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards				
i)	Others				
13	HANDLING AND STORAGE OF MATERIALS				
a)	Properly stored or stacked				
b)	Passageways clear				
c)	Others				
14	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified				
b)	Proper storage				
c)	Fire extinguishers nearby				
d)	Others				
15	WORKING AT HEIGHT				
a)	Erection plan and work permit obtained				
b)	Safety nets				
c)	Full body harness and lanyards; chute lines				
d)	Health Check record available for workers going				
e)	Others				
16	CONFINED SPACE				
a)	Work permit obtained				
b)	Test for toxic gas and sufficient availability of oxygen conducted				
c)	At least one person outside the confined space for monitoring deputed				
d)	Availability of sufficient means of entry, exit and ventilation				
e)	Fire extinguishers and first-aid facility ensured				
f)	Lighting provision made by using 24V lamps				
g)	Proper usage of PPEs ensured				
17	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC / AREB guidelines				
b)	Working permit obtained				
c)	Cordoning of the area done				



SL. NO.	ITEM	YES	NO	REMARKS	ACTION
d)	Use of appropriate PPE's ensured				
e)	Proper training to workers/supervisors imparted				
f)	Minimum occupancy of workplace ensured				
18	HEALTH CHECKS				
a)	Workers medically examined and found to fit for working : i) At heights ii) In confined space.				
b)	Availability of First-aid facilities				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities				
e)	Measures for dealing with illness				
f)	Availability of Portable drinking water for workmen &				
g)	Provision of crèches for children				
h)	Stand by vehicle available for evacuation of				
19	ENVIRONMENT				
a)	Chemical and other effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, oily rags and combustible materials done				
g)	Green belt protection				

Note: write 'NA' wherever the item is not applicable

Signature of Resident
Engineer with Seal



ACCIDENT / INCIDENT REPORT

(To be submitted by Contractor after every Accident / Incident within 24 hours)

Report No: _____

Date: _____

Name of Site: _____
CONTRACTOR _____

Type of Accident / Incident : ☐ Fatal ☐ Other Lost Time ☐ Non Loss Time ☐
First-Aid case ☐

NAME OF THE INJURED.....
AGE
FATHER'S NAME.....
SUB-CONTRACTOR M/S.....
DATE & TIME OF ACCIDENT.....
LOCATION

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES (IF APPLICABLE)

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

To : OWNER.....

1 COPY

: RCM/SITE-IN-CHARGE

3 COPIES

- Divisional Head (Constn.) through RCM
- Project Manager PMC, through RCM



SUPPLEMENTARY ACCIDENT / INCIDENT INVESTIGATION REPORT

Supplementary to Report No: _____ (Copy enclosed)

Project: _____ Site: _____
 Name of Work : _____ Date: _____
 Contractor: _____ Work Order / LOI No. : _____

NAME OF THE INJURED.....
 AGE
 FATHER'S NAME.....
 SUB-CONTRACTOR M/S.....
 DATE & TIME OF ACCIDENT
 LOCATION

BRIEF DESCRIPTION OF ACCIDENT

NATURAL OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRACTITIONER WHO ATTENDED THE VICTIM/INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER.

DATE:

To : OWNER.....
 : RCM/SITE-IN-CHARGE

SIGNATURE OF CONTRACTOR
 WITH SEAL
 1 COPY
 3 COPIES

→ Divisional Head (Constn.) through RCM
 → Project Manager PMC, through RCM



NEAR MISS INCIDENT – SUGGESTED PROFORMA

Name of Site : _____ Report No: _____
 Name of Work : _____ Date : _____
 Contractor : _____

INCIDENT REPORTED BY : _____
 DATE & TIME OF INCIDENT : _____
 LOCATION : _____
 BRIEF DESCRIPTION OF INCIDENT _____

PROBABLE CAUSE OF INCIDENT _____

SUGGESTED CORRECTIVE ACTION _____

STEPS TAKEN TO AVOID RECURRENCE YES ☐ NO ☐

DATE: _____ SIGNATURE OF CONTRACTOR
 WITH SEAL

To : OWNER..... 1 COPY
 : RCM/SITE-IN-CHARGE 3 COPIES

- Divisional Head (Constn.) through RCM
- Project Manager PMC, through RCM



MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the Month of: _____
 Project: _____ Report No: _____
 Name of the Contractor: _____ Status as on: _____
 Name of Work: _____ Name of Safety officer: _____

ITEM		UPTO PREVIOUS MONTH	THIS MONTH	CUMU LATIVE
a)	Average number of Staff & Workmen (average daily headcount, not man days)			
b)	Man hours Worked			
c)	Number of HSE meeting organized at site			
d)	Number of HSE awareness programmes conducted at site			
e)	Number of Lost Time Accidents	Fatal		
		Other LTA		
f)	Number of Loss time Injuries (LTI)	Fatalities		
		Other LTI		
g)	Number of Loss Time Accidents			
h)	Number of First Aid Cases			
i)	Number of Near Miss Incidents			
j)	Man-days lost due to accidents			
k)	LTA Free Manhours i.e. Number of LTA free manhours from the Lst LTA			
l)	Compensation cases raised with Insurance			
m)	Compensation case resolved and paid to workmen			
n)	Whether workmen compensation policy	Y/N		
o)	Whether workmen compensation policy	Y/N		
p)	Whether workmen registered under ESI Act	Y/N		
Remark				

DATE:

Safety Officer /Resident Engineer
(Signature and Name)

To : OWNER
 : RCM/, PMC (2 COPIES)



PERMIT FOR WORKING AT HEIGHT (ABOVE 2 METER)

Project Site : Sr. No.:
 Name of the work: Date:
 Name of Contractor : Nature of Work :
 Total No.of Workers: Exact location of work :
 Duration of work: from to

The following items have been checked and compliance shall be ensured during the currency of the permit:

SI. ITEM	DONE	NOT REQD.
1.Equipment/Work Area inspected	☐	☐
2.Considered hazard from other routine/non-routine operations and concerned person alerted	☐	☐
3. ELCB provided	☐	☐
4. Proper lighting Provided	☐	☐
5. Area cordoned off.	☐	☐
6. Precautions against public traffic taken	☐	☐
7. Sound Scaffolding provided	☐	☐
8. Adequate protected Platform provided	☐	☐
9. Acces and Exit to the area (Ladder properly fixed)	☐	☐
10.Floor Openings covered	☐	☐
11.Safety Net provided	☐	☐
12.Heath check of personnel	☐	☐

A. Following personal protective equipment are provided (mark) and used as relevant Safety helmet/Gloves/Goggles/Shoes/Face Shield/Life Line/Safety Belt/Safety Harness.

B. This permit shall be available at the work site at all times.

C. Permit shall be issued for maximum one week only (Monday to Sunday).

D. This permit shall be applicable in non-operational areas.



E. After completion of the work, used permits shall be preserved for record purposes.

F. Additional precautions, if any.....

Permission is granted to work (See overleaf) = Yes/No

Name of Contractor's Supervisor
(Initiator)

Name of Contractor's Safety Officer
(Issuing Authority)

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity Period From To	Work time From Hrs. To Hrs.	Initiator (Supervisor of Contractor)	Issuing Authority (Safety Officer) of Contractor	Verification by CONSULTANT with date

Additional safety instructions, if any.



CONFINED SPACE ENTRY PERMIT

Project Site : Sr. No.:
 Name of the work: Date:
 Name of Contractor : Nature of Work :
 Exact location of work :

Safety Requirements : POSITIVE ISOLATION OF THE VESSEL IS MANDATORY

(A) Has the equipment been ?					
Y	NR		Y	NR	
☐	☐	isolated from power / steam / air	☐	☐	water flushed &/or steamed
☐	☐	isolated from liquid or gases	☐	☐	Manways open & ventilated
☐	☐	depressurized &/or drained	☐	☐	cont. inset gas flow arranged
☐	☐	blanked / blinded / disconnected	☐	☐	adequately cooled
					radiation sources removed
					Proper lighting provided

(B) Expected Residual Hazards					
Y	NR		Y	NR	
☐	☐	lack of O ₂	☐	☐	Combustible gas/liquid
☐	☐	Corrosive chemicals	☐	☐	Manways open & Pyrophoric iron/scales
☐	☐	Heat/Stream/frost	☐	☐	High humidity
					H2S/Toxic gases
					Proper lighting
					Electricity/static
					Ionizing radiation

(C) Protective Measures					
Y	NR		Y	NR	
☐	☐	Gloves	☐	☐	ear plug / muff
☐	☐	protective clothing	☐	☐	dust / gas / air line mask
☐	☐	Grounded air educater / blower /AC	☐	☐	attendant with SCBA / air mask
☐	☐	Fire fighting arrangements	☐	☐	safety harness & lifeline
					goggles / face shield
					personal gas alarm
					rescue equipment /team communication equipment



Authorization / Renewal (It is safe to enter the confirmed space)

Date	No. of Persons allowed	Name of Persons allowed	Signature		Time		Signature
			Contractor's Supervisor	Contractor's Safety Officers	From	To	workman

Permit Closure :

(A) Entry ☐ was closed ☐ stopped ☐ will continue on

(B) ☐ Site left in a safe condition

☐ Housekeeping done

(C) Multi lock ☐ removed ☐ key transferred

☐ Ensured all men have come out ☐ Manways barricaded

Remarks, if any :



RADIATION WORK PERMIT

Project :

Sr. No.:

Name of the work :

Date:

Name of Contractor :

Job No. :

Location of work :

Source Strength :

Cordoned distance (m) :

Name of Radiographing agency :

Approved by Owner / PMC ☐

The following items have been checked & compliance shall be ensured during currency of the permit :

S. No.	Item Description	Done
1.	Safety regulations as per BARC/AERB ensured while source in use/ in transit & during storage.	☐
2.	Area cordoned off.	☐
3.	Lighting arrangements for working during nights ensured.	☐
4.	Warning signs / flash lights installed.	☐
5.	Cold work permit taken (if applicable)	☐
6.	PPEs like film badges, dosimeters used.	☐

Additional precautions, if any _____
(Radiography Agency's BARC / AREB authorized Supervisor) (Contractor's Safety Officer)

Permission is granted.

Permit is valid from _____ AM/PM _____ Date to _____ AM/PM _____
Date

(Signature of permit issuing authority)

Name :

Designation :

Date :



GAIL (India) Limited
Engg. Cell

HEALTH, SAFETY AND ENVIRONMENT
(HSE) MANAGEMENT

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Permit renewal:

Permit extended up to		Additional precautions required, if any.	Sign of issuing authority with date
Date	Time		

Work completed / stopped / area cleared at _____ Hrs. of Date _____

(Sign of permit issuing authority)

Name :



GAIL (India) Limited
Engg. Cell

HEALTH, SAFETY AND ENVIRONMENT
(HSE) MANAGEMENT

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DEMOLISHING/DISMANTLING WORK PERMIT

Project: _____ Sr.No.: _____
 Name of the work: _____ Date: _____
 Name of Contractor: _____ Job No. : _____
 Name of Contractor: _____
 Name of Sub-contractor: _____ No. of Workers to be engaged: _____
 Line No. / Equipment No. /Structure to be dismantled : _____

Location details of dismantling / demolition with sketch: (Clearly indicate the area)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item Description	Done	Not Applicable
1.	Services like power, gas supply, water, etc. disconnected.	☐	☐
2.	Dismantling / Demolishing method reviewed & approved.	☐	☐
3.	Usage of appropriate PPEs ensured.	☐	☐
4.	Precautions taken for neighboring structures	☐	☐
5.	First-Aid arrangements made	☐	☐
6.	Fire fighting arrangements ensured	☐	☐
7.	Precautions taken for blasting	☐	☐

(Contractor's Supervisor)

(Contractor's Safety Officer)

Permission is granted.

(Permit issuing authority)

Name :

Date :



Completion Report :

Dismantling / Demolishing is completed on _____ Date at _____ Hrs.

Materials / debris transported to identified location ☐

Tagging completed (as applicable) ☐

Services like power, gas supply, water, etc. restored ☐

(Permit issuing authority)





ANNEXURE - VIII
CONDITIONS FOR ISSUE AND RECONCILIATION OF
MATERIAL

1. CONDITIONS FOR ISSUE OF MATERIALS

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

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 RETURN OF UNUSED MATERIAL

- 1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).
- 1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
- 1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.
- 1.6.4 Penal Rates for non- return / return of materials:

Sl. No.	Materials	Penal Rates
a	For non- return of accountable scrap	Issue Rate + 25% Or Landed Rate + 25% (in case issue rate are not indicated in the contract)
b	For non- return of Unused material/excess scrap	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the contract)
c	For return of excess scrap	Issue Rate + 75% Or Landed Rate + 75% (in case issue rate are not indicated in the Contract)
d	For return of excess serviceable materials	Issue Rate + 50% or Landed Rate + 50% (in case issue rate are not indicated in the contract)

NOTE:

- 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner / GAIL.
- 2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2. PIPING MATERIALS

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

3. EQUIPMENT

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

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

4. CABLES

- 4.1 Appropriation of cables shall be done as follows:
- 4.1.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.
- 4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.
- 4.1.3 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.
- 4.1.4 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis.
- 4.1.5 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5. LINE PIPES

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

5.1.1 Corrosion Protection Coating is intact.

5.1.2 Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure. All cut pieces of pipes measuring less than 2 M will be treated as wastage/scrap.

5.1.3 For the purpose of accounting of coated line pipes, following allowances shall be permitted:

a. Unaccountable wastage	- 0.1%
b. Scrap (All cut pieces of pipes measuring 0.25% less than 2 Meter)	- 0.25%
c. Serviceable materials	- 0.5%
(All cut pieces of pipe 0.5% measuring 2 Meter and above)	

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

The percentage allowance shall be accounted because of pipe book chainage for main pipeline.

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

6. OPTICAL FIBRE CABLE

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

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

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

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



ANNEXURE - IX
MINIMUM CONSTRUCTION EQUIPMENT REQUIRED TO BE
DEPLOYED BY THE BIDDER

MINIMUM CONSTRUCTION EQUIPMENT DEPLOYMENT SCHEDULE (MCEDS)														
TIE-IN CONNECTIVITIES FROM M/S VEDANTA LIMITED (CAIRN) TO GPU GANDHAR, MAGNAD TAP-OFF TERMINAL														
PIPELINE SIZE AND LENGTH: - 8" X 17 KM (APPROX)														
SL . NO.	EQUIPMENT DETAIL	TOTAL MINIMUM EQUIPMENT MOBILIZATI ON	RELEASE OF BALANCE 5% (2nd INSTALLMENT) MOBILIZATION ADVANCE	COMPLETION PERIOD - 6 months										
				1ST Month		2nd Month		3rd Month		4th Month		5th Month		6 th Month
				1st Fortnight	2nd Fortnight	1st Fortnight	2nd Fortnight	1st Fortnight	2nd Fortnight	1st Fortnight	2nd Fortnight	1st Fortnight	2nd Fortnight	1st Fortnight
1	Dozer - D7/D6 or equivalent	1	1	1	1	1	1							
2	Excavator / back hoe - Ex 200 & above or equivalent	2	1	1	1	2	2	1	1	1	1	1	1	1
3	Hydra/ Farana Crane (8 - 10 MT)	1	1	1	1	1	1	1	1	1	1	1	1	1
4	DG welding machines	2	2			2	2	2	2	2	2	2	2	2
5	D. G. Sets : 62.5 5 KVA to 200 KVA (inclusive of generators)	2	2			2	2	2	2	2	2	2	2	2
6	Welding Rectifier(Multiprocess welder)	2	2			2	2	2	2	2	2	2	2	2
7	Bevel Cutting machine - manual	1				1	1	1	1	1	1	1	1	1
8	Pipe bending machine	1			1	1	1	1	1	1	1			
9	Horizontal Auger boring machine	1					1	1	1	1	1			
10	Pipe clamp (Pneumatic / Hydralulic) - Internal	1				1	1	1	1	1	1	1	1	1
11	Pipe clamp external	2				2	2	1	1	1	1	1	1	1
12	HDD rig with all equipment & accessories	1					1	1	1	1	1			
13	X - Ray M/C - Internal crawler	1				1	1	1	1	1	1	1	1	1
14	X - Ray M/C - External	1				1	1	1	1	1	1	1	1	1
15	Gamma Source	1				1	1	1	1	1	1	1	1	1
16	Manual UT Machine	1				1	1	1	1	1	1	1	1	1
17	Filling Pumps (400 to 1000 m / hr)	1						1	1	1	1	1	1	
18	Pressurizaton Pump - Motorized	1						1	1	1	1	1	1	
19	Induction / Resistance Heating equipment or LPG multi	1				1	1	1	1	1	1	1	1	1
	Torch													
20	Air Compressor - (300 CFM)	1				1	1	1	1	1	1	1	1	1
21	Air Compressor - (450/600/800 CFM)	1						1	1	1	1	1	1	1
22	Blast Cleaning Machine	1				1	1	1	1	1	1	1	1	1
23	Dewatering Pump	1				1	1	1	1	1	1	1	1	1
24	Holiday Detector Unit	1			1	1	1	1	1	1	1	1	1	1
25	Pipe Trailers	6		6	6	6	6	2	2	2	2	2	2	2
26	Dead Wt. Tester	1						1	1	1	1	1	1	1
27	Pipe / Cable locator	1			1	1	1	1	1	1	1			
28	Dozing pump	1						1	1	1	1	1	1	



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE - IXA

**LIST OF HIRED/LEASED EQUIPMENT ALONG WITH MOU
FROM THE OWNER TO BE SUBMITTED BY THE BIDDER**



SPECIAL CONDITIONS OF CONTRACT (SCC)



LIST OF HIRED/LEASED EQUIPMENT ALONGWITH MOU FROM THE OWNER TO BE SUBMITTED BY THE BIDDER

CATEGORY - 1

Sl. No.1	Equipment Description	Quantity	Owned/ Hired/ Leased
1.	Dozer – D7/D6 or Equivalent	01	
2.	Excavator / Back Hoe – Ex 200 & Above or Equivalent	01	
3.	DG Sets : 62.5 KVA to 200 KVA (inclusive of generators)	02	
4.	Welding Rectifier (Multi-process Welder)	02	
5.	Pipe Bending Machines	01	
6.	Horizontal Auger Boring Machine	01	
7.	Pipe Clamp (Pneumatic/Hydraulic)- Internal	01	
8.	HDD Rig with All equipment and Accessories	01	
9.	X-Ray M/C – Internal Crawler	01	
10.	X-Ray M/C - External	01	
11.	Gamma Source	01	
12.	Filling pumps (400 To 1000 m ³ /hr)	01	
13.	Pressurization Pump - Motorized	01	
14.	Induction/Resistance Heating equipment or LPG Multi Torch	01	
15.	Air Compressor – (300 CFM)	01	
16.	Air Compressor – (450/600/800 CFM)	01	
17.	Blast Cleaning Machine	01	
18.	Dozing pump	01	

CATEGORY - 2

Sl. No.	Equipment Description	Quantity	Owned / Hired
1.	Bevel Cutting Machine - Manual	02	
2.	Manual UT Machine	01	
3.	Dewatering Pump	01	
4.	Holiday Detector Unit	01	
5.	Dead WT Tester	01	
6.	Pipe/ cable Locator	01	
7.	Pipe Clamp - External	02	
8.	Pipe Trailer for coated line pipe	04	

Notes:

- For equipment under Category -1:
 - Bidder to indicate details of equipment in above table.
 - For Hired/Lease Equipment: The documentary evidence shall be MOU from the hiring leasing agency of the equipment – Bidder shall be responsible for timely delivery of these equipment at the site at stipulated time.
- In case, some equipment under Category -1 are owned by the bidder then details of equipment to be included in Form 17 & 18. For equipment under Category -2: No documents are required to be submitted along-with the bid. However, Bidder to indicate equipment as owned or hired for deployment purposes in above table



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE - X

MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

**SPECIAL CONDITIONS OF CONTRACT (SCC)****MINIMUM NUMER OF SKILLED MANPOWER TO BE DEPLOYED**

Sl. No.	DESCRIPTION	QUANTITY
1.	Resident Construction Manager	1
2.	Planning engineer	1
3.	QA/QC Engineer	1
4.	Safety Officer	1
5.	Qualified Surveyor	1
6.	Welding and NDT Engineer	2 each
7.	Discipline engineers (Civil/Mech/Elec)	2/2/2
8.	Foreman /Supervisor	8
9.	Civil Surveyor/Liaison team	1 each
10.	Document Controller/Account officer (for line pipe)	1 each
11.	Store Keeper/store – in - Charge	1 each
12.	Welder (Manual)	16
13.	Fitter	10
14.	Grinder	12
15.	Machine Operator	As required
16.	Blast cleaning Crew	4
17.	Electrician/Machine Mechanic	As required
18.	Rigger	16
19.	Drivers	As required
20.	Pipe Bending	2
21.	Thrust/Hor. Auger Boring crew	1
22.	X-ray/Gamma Ray crew	2 each
23.	Hydro Testing crew	1
24.	Field Joint Coating Crew	4

	SPECIAL CONDITIONS OF CONTRACT (SCC)	

25.	Holiday testing Crew	As required (Refer Note 1)
26.	HDD Crew	As required (Refer Note 1)
27.	OFC Jointing Crew	2
28.	Civil Survey Crew (with equipment)	3
29.	Station Civil works (carpenter/bar – bender/mansion/fitter etc.)	As required
30.	Unskilled worker	12
31.	Station mechanical , pre-fabrication/erection crew	2

Notes:

- 1) HDD equipment and Crew as required shall be deployed based on the SOW finalized and as per instruction of EIC.
- 2) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineering in charge to complete the work within the completion time schedule and quoted price.
- 3) For magnetic cleaning and EGP, adequate equipment and crew shall be mobilized to complete the activity within the given time schedule and as approved by Engineer –in- Charge.
- 4) The Manpower as identified above should have required qualification and adequate relevant experience.
- 5) Contractor shall mobilize Resident Construction Manager, QA/QC Engineer, Planning Engineer/Safety officer who will be the permanent employees of the Contractor.
- 6) CV of proposed Resident Construction Manager, QA/CC Engineer, Planning Engineer, Safety offer to be submitted along with the bid. The experience should be related to execution of Cross-Country Hydrocarbon Transportation Pipeline Laying.
- 7) This manpower is to be mobilized within 15 days of award of work.

8) PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off Meeting / jointly agreed between contractor and PMC / OWNER based on front availability etc.

- Rs. 5000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge;
- Rs. 3000/- each for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge Lead Discipline Engineer, Lead Welding/ NDT Engineer and the Quantity Surveyor
- Rs. 2500/-Safety Officer

Notes: (for Penalty clauses)

- a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty
- b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied.
- c) Total of above penalties shall not exceed 3% of the contract value.
- d) The above penalties are over & above all other contractual provisions with respect to penalties.



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE - XA

EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

	SPECIAL CONDITIONS OF CONTRACT (SCC)	

EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

- 1) The bidder must provide a detailed organizational chart indicating the organization name, personnel and equipment etc. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after LOA issuance shall be approved by Owner/Owner's representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction as a minimum

Sl.No.	Position	Qualification & Knowledge	Experience	No. of Key personnel (minimum)
1.	Construction manager/Construction in charge	Degree/Diploma in Civil/Mechanical Engineering	At least 8 years experience for Degree holder and 12 years for Diploma holder in Construction of Cross country pipeline including station piping in Hydrocarbon Pipelines (Oil and Gas). Out of the 8 /12 years experience at least 5/8 years experience must be in similar position in works related to construction of hydrocarbon pipeline projects.	As per Annexure X of SCC
2.	Safety officer	Degree/Diploma in Engineering/Project Management	At least 4 years of experience for Degree holder and 8 years for Diploma holder in Safety Management in construction of cross country pipeline (Hydrocarbon pipeline) including station piping for the same.	
3.	QA/QC Engineer	Degree/Diploma in Mechanical Engineering	At least 6 years of experience for Degree holder and 10 years for Diploma Holder in quality/NDT management in construction of cross country pipeline including station piping for the same.	
4.	Planning Engineer	Degree/Diploma in Engineering/Project Management	At least 4 years of experience for degree holder and 8 years for Diploma Holder in executing projects in construction of cross country pipeline (hydrocarbon pipeline) including station piping for the same.	

- 2) This description is only binding upon the Contractor. He must provide, at his own expense, all the necessary equipment, machinery and personal even in addition to those indicated in the offer.



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE - XI

**HIRING/RECOVERY RATE FOR DEPLOYMENT OF
MANPOWER**



SPECIAL CONDITIONS OF CONTRACT (SCC)



HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

Sl.No.	Classification Personnel	Rate per day for Normal Hours	Rates per hour of OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
1	Foreman	2475	545
2	Supervisor	2475	545
3	Engineer	3300	650
4	Gas Cutter	1155	215
5	Grinder	1155	215
6	Brick Mason	660	150
7	Stone Mason	660	150
8	Structural welder	1650	330
9	Qualified Arc welder – manual / semi-automatic	1980	330
10	Qualified Arc welder – automatic	2000	430
11	Welder helper	380	150
12	Pipe Fitter /Bender	825	190
13	Structural Fitter	660	150
14	Pipeline Fitter	990	240
15	Coater	660	152
16	Mechanic	660	152
17	Site Equipment / Machine Operator	660	152
18	Electrician	825	190
19	Fabricator	825	190
20	Carpenter	760	165
21	Plumber	660	150
22	Painter	660	150
23	Cable Jointer	990	240
24	Instrumentation Technician	990	240
25	Insulator	570	140
26	Rigger	570	140



SPECIAL CONDITIONS OF CONTRACT (SCC)



27	Bhisti (water man	315	75
28	Heavy duty driver	910	215
29	Civil Surveyor	750	130
30	Document Controller	1000	300
31	Account Officer	1500	360
32	Store Keeper / In-charge	1000	300
33	AUT Interpreter	5000	750
34	Liasioning Team (2 persons)	2000	430
35	Light duty driver	660	150
36	Sand Blaster	735	165
37	Qualified Surveyor	750	130
38	Un skilled Worker	380	80
39	Construction Manager	10000	1000
40	QA/QC / Safety / Planning NDT Engineer	5000	750

(SIGNATURE OF BIDDER)

NOTE:-

1. Rates are final and bidders is to sign only without deviation.
2. The recovery rates shall be the rates provided above plus 20% (twenty percent).
3. The above rates are exclusive of GST.



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE - XII
EQUIPMENT HIRING/RECOVERY RATE

**SPECIAL CONDITIONS OF CONTRACT (SCC)****HIRING / RECOVERY RATE FOR EQUIPMENT**

S.No	Equipment Details (Operator Included)	Hiring/Recovery Rate (in INR) Rate / Day
1	Pipe Layer/Side Boom – 40T & above Capacity	8000
2	Welding Rectifier (Multiprocessor Welder)	550
3	Excavator / Back Hoe-Ex 200 & above or equivalent	7000
4	Pressurizing Pump – Motorized	3000
5	Dewatering Pump	900
6	Pipe Bending Machine	7000
7	Dozer – D7/D6 or Equivalent	4500
8	Horizontal Auger Boring Machine	3500
9	Bevel cutting Machine (Manual)	600
10	DG Welding Machines	1140
11	D.G.Sets : 62.5 KVA to 200 KVA (inclusive of Generators)	3000
12	Induction/Resistance Heating equipment or LPG Multi Torch	3000
13	Pipe Clamp (Pneumatic/Hydraulic) Internal	1000
14	Pipe clamp (External)	500
15	X Ray M/C – Internal Crawler	2500
16	X Ray M/C External	1800
17	Gamma Source	760
18	Manual UT Machine	500
19	Hydra (8 – 10 MT)	3500
20	HDD Rig with all Equipment and Accessories	50000
21	Blast cleaning Machine	250
22	Air Compressor – (300 CFM)	2000
23	Air Compressor – (450/600/800 CFM)	2500
24	Filling pumps (400 m ³ /hr. to 100 m ³ /hr)	900
25	Pipe Trailers (FB/Semi Low Bed)	7000
26	Holiday Detector Unit	400
27	Dozing pump	250
28	Dead wt. Tester	200
29	Pipe Cable Locator	100
30	Hard drill (pneumatic) for rock blasting	3000

NOTES:

- Rates are inclusive of operators/drivers and Petroleum Oil Lubricant (POL).
- Rates are inclusive of contractor's overheads and profit.
- The recovery rates shall be the rates provided above plus 20% (twenty percent).
- Above rates are exclusive of GST.

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____

SECTION-VI

**SCHEDULE OF RATES
(ATTACHED SEPARATELY)**