



**गेल (इंडिया) लिमिटेड**

(भारत सरकार का उपक्रम – महारत्न कंपनी)

**GAIL (India) Limited**

(A Government of India Undertaking - A Maharatna Company)

गेल भवन,  
16 भीकाएजी कामा प्लेस  
नई दिल्ली-110066, भारत  
GAIL BHAWAN,  
16 BHIKAJI CAMA PLACE  
NEW DELHI-110066, INDIA  
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**SECTION-I**

**"INVITATION FOR BID (IFB)"**  
***On Limited domestic competitive basis***

**Ref No: GAIL/ND/C&P/BD/TA315/2020**

**Date: 31.07.2020**

To,

**PROSPECTIVE BIDDERS**

**SUB: TENDER DOCUMENT FOR APPOINTMENT OF TRANSACTION ADVISOR FOR EVALUATION THE OPPORTUNITY OF SETTING UP SOLAR POWER PLANT PROPOSED AS INTEGRATED RENEWABLE ENERGY PROJECT (IREP) IN ANDHRA PRADESH.**

**Dear Sir/Madam,**

- 1.0 **GAIL (India) Limited, having registered office at 16, Bhikaiji Cama Place, New Delhi 110066, CIN No. L40200DL1984GOI018976, the largest state-owned natural gas processing and distribution company and a Maharatna, invites bids under single stage two bid system from eligible bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents.**
- 2.0 This tender is a limited tender and hence issued to short listed firms. The Tender Document is also hosted on GAIL's Tender website <http://gailtenders.in> and Government website for information only. Any other entity / firm (other than the firm to whom the Tender Document has been issued) is not allowed to submit their offer against this tender by downloading the tender from website. Further, it is also not permissible to transfer this tender document to any other firm.
- 3.0 The brief details of the tender are as under:

(A)	NAME OF JOB / BRIEF SCOPE OF WORK	Transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh.
(B)	TENDER NO. & DATE	GAIL/ND/C&P/BD/TA315/2020
(C)	TYPE OF BIDDING SYSTEM	Single Stage Two Bid System through e-mail
(D)	TYPE OF TENDER	This is an e-mail tender. Therefore, clauses w.r.t manual tendering / e-tender mentioned elsewhere in the tender document are not applicable.

(E)	BID EVALUATION CRITERIA (BEC)	Not Applicable
(F)	TENDER FEE	Not Applicable
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Not Applicable
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	04.08.2020, 1500 Hrs (IST) through Video Conferencing Queries must reach us on or before 03.08.2020 through e-mail. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 11.08.2020 Time : 13:00 Hrs, IST
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 11.08.2020 Time : 14:00 Hrs, IST
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Mr. Kaladhar Narayan Dy. General Manager (C&P) E-mail: <a href="mailto:kaladhar@gail.co.in">kaladhar@gail.co.in</a> Ph.: (+91)11 2617 2580 Ext. 2245 Fax:(+91)11-26185941Ext. 5088# Mr. Narasinga Rao Ch Sr. Manager (C&P) E-mail: <a href="mailto:narasinga.rao@gail.co.in">narasinga.rao@gail.co.in</a> Ph.: (+91)11 2617 2580 Ext. 2242 Fax:(+91)11-26185941Ext. 16038#
(L)	DATE AND TIME OF PRICE BID OPENING	Shall be intimated later on
(M)	EARNEST MONEY DEPOSIT (EMD)/BIS SECURITY	Not Applicable
(N)	CONTRACT PERFORMANCE SECURITY (CPS)/ SECURITY DEPOSIT	Not Applicable

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. 10 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Being an email tender, the following documents in addition to sending its scanned copy(ies) in the bid through email shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date to the address mentioned in Bid Data Sheet(BDS):-
- Power of Attorney
  - Integrity Pact



In case bidders are not able to submit the above documents in physical form due to restricted movement due to COVID-19 outbreak, the original documents shall be submitted by successful bidder 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 The Tender Document calls for offers on single point “Sole Bidder” responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-4 (Acknowledgement cum Consent letter) duly filled within 2 days from receipt of tender information.

**9.0 Procurement through GeM in future by GAIL**

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

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

You are, therefore, requested to kindly register your organisation and your products on GeM at the earliest.

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

- 10.0 SAP generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 11.0 Bidders should comply with guidelines of Department of Public Enterprise (DPE), Govt. of India vide office memorandum no. DPE/7(4)-Fin. (part-I) dated 30.07.2020 and its latest amendments regarding restrictions on procurement from bidder(s) which shares land borders with India.

This is not an Order.

For & on behalf of  
GAIL (India) Limited

(Narasinga Rao Ch)  
Sr. Manager (C&P)  
e-mail: narasingha.rao@gail.co.in



**CUT OUT SLIP**

**(For submission of Original Power of Attorney & Integrity Pact per tender conditions)**

**DO NOT OPEN - THIS IS A QUOTATION**

***Bid Document No.*** : **GAIL/ND/C&P/BD/TA315/2020**

***Description*** : Tender Document for appointment transaction advisor for evaluation the opportunity of setting up solar power plant proposed as integrated renewable energy project (IREP) in Andhra Pradesh.

***Due Date & Time*** : **11.08.2020 upto 13:00 Hrs, IST**

***From:*** ***To:***

..... .....	<b>(Kaladhar Narayan)</b> <b>Dy. General Manager (C&amp;P)</b> <b>GAIL (India) Limited</b> <b>16, Bhikaiji Cama Place</b> <b>New Delhi-110066</b> <b>Phone : 011-26172580 Ext 2245</b> <b>Fax : 011-26185941-5088#</b>
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**(To be pasted on the envelope containing Physical documents)**

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**SECTION-II**

**NOT APPLICABLE**

FOR INFORMATION ONLY



## **SECTION-III**

### **INSTRUCTION TO BIDDERS**

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

FOR INFORMATION ONLY

**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/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Tender Document/Tender document issued by Employer. Employer/ Owner/ Client occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference 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' 'Proposal' & '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. 35" (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 Tender Documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.
- 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 or during execution, 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.35 of ITB.
- 2.4 Not in use
- 2.5 **Power of Attorney:**  
Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

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

- a) **In case of Proprietorship:** by Proprietor

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

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

### **3. ONE BID PER BIDDER**

- 3.1 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.
- 3.2 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.
- 3.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 3.4 Alternative Bids shall not be considered.
- 3.5 Not in use.

### **4. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid. GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

### **5. SITE VISIT**

- 5.1 The Bidder is advised to visit and examine the site of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.
- 5.2 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.
- 5.3 The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## **[B] – TENDER DOCUMENTS**

### **6. CONTENTS OF TENDER DOCUMENTS**

6.1 The contents of Bidding Documents / Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8":

- Section-I : Invitation for Bid [IFB]
- Section-II : Not Applicable
- Section-III : Instructions to Bidders [ITB] with Annexures & Formats
- Section-IV : Standard Terms & Conditions [STC] / General Conditions of Contract [GCC]
- Section-V : Bidders Quality Assessment Schedule (BQAS) (Not Applicable)
- Section-VI : Special Conditions of Contract [SCC]
- Section-VII : Terms of Reference / Scope of Work
- Section-VIII : Schedule of Rates [SOR]

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

6.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

## **7. CLARIFICATION OF TENDER DOCUMENTS**

7.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in writing or by fax or email 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 case of No pre-bid meeting). GAIL reserves the right to ignore the bidders clarification if received after the aforesaid period. GAIL may respond in writing to the request for relevant clarification(s). GAIL's response to such query, but without identifying the source of the query will be uploaded on GAIL's tendering web site /portal and also shall be communicated to prospective bidders by e-mail/ fax.

7.2 Any clarification not received by the Employer within time period, is liable to be considered as "no clarification / information required".

## **8. AMENDMENT OF TENDER DOCUMENTS**

8.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.

8.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites where Tender Document was uploaded. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

8.3 If consider necessary, GAIL may extend the date of submissions of Bid in case any amendment is issued.

## **[C] – PREPARATION OF BIDS**

## **9. LANGUAGE OF BID:**

All the contents of the bid as prepared by the Bidder and all correspondence(s) 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 as per instructions mentioned in Section-II. Metric measurement system shall be applied.

## 10. **DOCUMENTS COMPRISING THE BID**

10.1 The bid will be submitted in two parts as follows:

### **PART- I: TECHNO-COMMERCIAL/UN-PRICED BID**

The e-mail ID for submission of Unpriced Bid: **unpriced\_TA315@gail.co.in**

The Part-I prepared by the Bidder shall comprise the following components.

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Letter of Authority' on the Letter Head, as per 'Form F-2'
- (d) 'Agreed Terms and Conditions', as per 'Form F-3'
- (e) 'Acknowledgement cum Consent Letter', as per 'Form F-4'
- (f) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.5 of ITB
- (g) All forms and Formats including Annexures
- (h) 'Integrity Pact' as per 'Form F-7'
- (i) Tender Document duly signed by the Authorized Signatory.
- (j) Additional document specified in Bidding Data Sheet (BDS).
- (k) Any other information/details required as per Tender Document

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

### **PART-II: PRICE BID**

The e-mail ID for submission of Part –II (Priced Bid): **pricebid\_TA315@gail.co.in**

- i) Price Bid should contain only the prices strictly in the format of Schedule of Rates (SOR) provided in the Tender Document, duly signed & stamped without any condition whatsoever.
- ii) Any other document/attachment/condition other than Priced Bid in SOR format, found in above mentioned e-mail ID shall be categorically ignored.
- iii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iv) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- v) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the

- discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- vi) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

**Bidder to note that both Unpriced Bid and Priced Bid are to be submitted to respective emails only (i.e. documents related to unpriced bid to < unpriced\_TA315@gail.co.in > and documents related to price bid to <pricebid\_TA315@gail.co.in >) as above within Bid Due date & time, without marking its copy to any other e-mail ID's of GAIL as the bids are to be opened in a secured way only at the appointed time & date. Any failure on part of bidder to comply above may lead to disqualification of bid.**

- 10.2 Bid complete in all respects should be sent to above mentioned email IDs only. After Due date and time of bid submission, no communication /e-mail should be sent to above mentioned e-mail IDs.

Any e-mail received in above mentioned e-mail IDs after due date and time of bid submission shall be categorically ignored. To avoid delayed delivery of e-mail(s) containing bid to above mentioned e-mail IDs due to varying reason including delays due to e-mail server, network problem etc., Bidder is advised to submit/send mails containing their bid well in advance as no cognizance shall be given to the e-mail(s) received to above mentioned e-mail IDs after Bid Due date & time due to any reason whatsoever.

While submitting your offer, the following may please be noted:

- (i) If a large document is attached with email, there is a chance of delivery failure due to mailbox size limitation. Therefore, bidders are required not to send large sized mails, and maximum size of a single mail be restricted to **10 MB**. Bidders may send multiple mails if the mail size of each mail is more than **10 MB** (preferably not more than 6-7 MB to be on the safer side). Bidders are also required to compress the mails before sending such mails, preferably in PDF format.
- (ii) Bidders should ensure the emails and attachments are free from virus etc., as GAIL's E-mail gateway, may drop such infected files.
- (iii) Bidder to note, GAIL has created the above mentioned e-mail in secured way and it will not be possible to open above e-mail and find out emails received before the Bid Due date and time.

## **11. SCHEDULE OF RATES / BID PRICES**

- 11.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Work as described in Tender 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)**.
- 11.2 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.

- 11.3 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 Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.4 All duties, taxes and other levies [if any] payable by the Consultant 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. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format F-3) and SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 11.6 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. 28 of ITB.
- 11.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

## **12. GST (CGST & SGST/ UTGST or IGST)**

### **12.1 GST IN CASE OF INDIAN BIDDER**

- 12.1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 12.1.2 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 Supplier of Goods / Services only. Consultant providing taxable service shall issue an 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 Consultant with requisite details.  
Payments to Consultant 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.
- 12.1.3 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 Consultant 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/completion period shall be to Consultant'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 applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GAIL's account. Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification'

for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

**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 Consultant on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

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

12.1.4.1 Owner/GAIL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of 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.

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

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

12.1.5.1 Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of 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.

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

12.1.6 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.

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

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

#### 12.1.8 Regarding Reconciliation between GSTR 2A and Input Tax Credit

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

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

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Consultant 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.

#### 12.1.9 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 Consultant may note the above and quote their prices accordingly.

12.1.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of job, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

12.1.11 The Contractor shall mention the particulars of GAIL (India) Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of GAIL are required to be mentioned, under GST rules/regulations, the same shall also be mentioned on the Invoice.

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

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

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

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

12.1.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://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).

- 12.2 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties including Service Tax 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. 11 and 12 of ITB.**

**13. BID CURRENCIES:**

- 13.1 The prices are to be quoted in Indian Rupees only.

**14. BID VALIDITY**

- 14.1 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'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

**15. PRE-BID MEETING**

- 15.1 The Bidder(s) or his designated representative is 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.
- 15.2 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.
- 15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-6.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8", and not through the minutes of the Pre-Bid Meeting.
- 15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

**16. FORMAT AND SIGNING OF BID**

- 16.1 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 unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

**17. ZERO DEVIATION AND REJECTION CRITERIA**

- 17.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Tender Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Tender

Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 27 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender 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, 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.

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

- (a) Firm Price
- (b) Scope of Work / Terms of Reference
- (c) Schedule of Rates / Price Schedule / Price Basis
- (d) Duration / Period of Contract/ Completion schedule
- (e) Period of Validity of Bid
- (f) Guarantee / Defect Liability Period (if applicable)
- ~~(g) Price Reduction Schedule for delay in completion (if applicable)~~
- (h) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (i) Force Majeure & Applicable Laws
- (j) Integrity Pact
- (k) 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.

## 18. **E-PAYMENT**

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

## **[D] – SUBMISSION OF BIDS**

### 19. **SUBMISSION, SEALING AND MARKING OF BIDS**

- 19.1 Bids shall be submitted through email in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original)/Fax offer shall be acceptable
- 19.2 All the bids shall be addressed to the owner at address specified in IFB.
- 19.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

### 20. **DEADLINE FOR SUBMISSION OF BIDS**

- 20.1 Bids must be submitted through e-mail not later than the date and time specified in the tender documents/BDS.

20.2 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 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.

## **21. LATE BIDS**

- 21.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 21.2 Bids received by GAIL after the due date & time for submission of bids shall not be considered.
- 21.3 Unsolicited Bids or Bids received to e-mail 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.

## **22. MODIFICATION AND WITHDRAWAL OF BIDS**

22.1 Modification and withdrawal of bids shall be as follows:

The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal notice is received by GAIL prior to the bid due date & time. However, no bid shall be modified subsequent to the deadline for submission of bids unless sought by GAIL. Bids not complying to the above shall be rejected.

No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

- 22.2 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 rejection of Bid.
- 22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 22.5 In case after price bid opening (at later stage) the lowest bidder 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, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, action shall be taken as per Procedure for performance evaluation of vendors/consultants/suppliers.

## **23. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

### **[E] – BID OPENING AND EVALUATION**

## **24. BID OPENING**

24.1 **Unpriced Bid (Technical Proposal) 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.~~

24.2 **Priced Bid (Financial Proposal) Opening:**

~~GAIL will open the price bids / Financial Proposals of those bidders whose bids are 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.~~

Considering restricted movement due to COVID-19 outbreak, Tender Openings (both Unpriced and Priced) are to be conducted through Video Conferencing where the bidders can witness the opening from their place without physical presence.

24.3 **Negotiations & Availability of Professional staff/experts**

The successful bidder shall be invited for negotiations if considered necessary by GAIL. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. GAIL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, GAIL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, GAIL will require assurances that the Professional staff will be actually available. GAIL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by GAIL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

24.4 **Conclusion of the negotiations**

Negotiations will conclude with a review of the draft Contract. To complete negotiations GAIL and the Consultant will initial the agreed Contract.

After completing negotiations, GAIL shall award the Contract to the selected Consultant.

If the negotiations with the selected successful bidder fail, the employer/owner/GAIL shall cancel the bidding process and re-invite the bids.

25. **CONFIDENTIALITY**