

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWp ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)

GAIL (India) Limited
(A Government of India Undertaking— A Maharatna Company)

पाता- पेट्रोकेमिकल्स
पो.- पाता, जिला- औरैया
पिन-206241 (उ. प्र.)

PATA - PETROCHEMICALS
PO-PATA, DIST.- AURAIYA
PIN-206241 (U.P.)

फोन/PHONE: +91-5683-282356, 282049, 283403-5
फैक्स/FAX: +91-5683-282446

DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT FOR

HIRING OF PMC SERVICES FOR SETTING UP

2.64MWP ROOF TOP SOLAR POWER PROJECT AT

GAIL PATA

Tender No.

GAIL/PA20/94617/8000017494/VJ

(E-Tender – 8000017494)

Tender Submission Date & Time	:	12.11.2020 at 15:00 Hrs.
Tender Opening Date & Time	:	12.11.2020 at 16:00 Hrs.
Pre-Bid Meeting Date & Time	:	28.10.2020 at 11:00 Hrs, Through Microsoft Teams
EARNEST MONEY DEPOSIT [EMD]	:	EMD → Rs. 79,500/- (For details refer point No. "F" of Section-I)
TENDER FEE	:	NOT APPLICABLE

Phone: +91 5683 230389
E-mail- vibhor.jain@gail.co.in
Website: www.gailonline.com

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

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

सीआईएन/CIN
L40200DL1984GOI018976

www.gailonline.com



TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB]
SECTION-II	BIDDER'S ELIGIBILITY CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS <u>(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))</u>
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW]
SECTION-VII	SCHEDULE OF RATES [SOR]

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



SECTION-I

INVITATION FOR BID **(IFB)**





SUBMISSION OF EMD THROUGH ONLINE
BANKING TRANSACTION I.E.
IMPS/NEFT/RTGS ETC.

In case '**Earnest Money / Bid Security**' is in the form of '**Demand Draft**' or '**Banker's Cheque**', the same should be favor of **GAIL (India) Limited**, payable at Pata. Also, bidder can submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc.

NOTE: While making online transaction, please indicate tender no. as reference no.

Details of GAIL's Bank are as under-

Account Holder Name	:	GAIL (INDIA) LIMITED
Bank Name	:	STATE BANK OF INDIA
Branch Name /branch code	:	PATA (01937) , 01937
Branch Address (incl Pin code)	:	STATE BANK OF INDIA, UPPCC, PATA, DISTT. AURAIYA,UP- 206241
9 Digit MICR No. of Bank and Branch	:	206002253
Account Type	:	OD
Account Number (as appearing on cheque book)	:	00000032808651040
IFSC Code of the Branch (For RTGS)	:	SBIN0001937
IFSC Code of the Branch (For NEFT)	:	SBIN0001937

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: GAIL/PA20/94617/8000017494/VJ

Date: 20.10.2020

To,

PROSPECTIVE BIDDERS

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA

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 the youngest 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 SERVICE /JOB	HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER PROJECT AT GAIL PATA
(B)	TENDER NO.	GAIL/PA20/94617/8000017494/VJ
(C)	TYPE OF BIDDING SYSTEM	DOMESTIC COMPETITIVE BIDDING UNDER TWO BID SYSTEM THROUGH E-TENDERING MODE ONLY. (Bids must be submitted only through e-Tendering mode using GAIL's Portal https://etender.gail.co.in For necessary/security setting in your PC and detailed instruction regarding e-tendering process, please read "Ready Reckoner", FAQs and "Help Document" available on above mentioned website)
(D)	TYPE OF TENDER	E-TENDER – NO: 8000017494
(E)	COMPLETION/CONTRACT PERIOD	Refer SCC Section (V) for complete project details

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p>EMD → Rs. 79,500/- [Rupees Seventy-Nine Thousand Five Hundred Only]</p> <p>Note: In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of GAIL (India) Limited, payable at Pata.</p> <p>Bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. Details of GAIL's Bank is mentioned in IFB.</p> <p>Bidders seeking preference and exemption for EMD/Bid Security under MSMED Act 2006 are required to refer PPP at Section-III of tender document for complete details.</p> <p>(Refer clause no.16 of ITB & BDS for details)</p> <p>EMD is not applicable for START-UPS. (As defined in Gazette Notification No. D.L-33004/99 dated 18.02.2016 and 23.05.2017 of Ministry of Commerce and Industry)</p>
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>Available on following-websites:</p> <p>(i) GAIL's Tender Website – www.gailtenders.in</p> <p>(ii) <u>Govt. CPP Portal -</u> https://eprocure.gov.in</p> <p>(iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in</p>
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	28.10.2020 at 11:00 Hrs, Through Microsoft Teams
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 12.11.2020 Time : 1500 Hrs. IST
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 12.11.2020 Time : 1600 Hrs. IST
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Vibhor Jain, Designation: ET (C&P) Phone No. & Extn :056832-30389 E-mail : vibhor.jain@gail.co.in.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



(L)	ALTERNATE CONTACT PERSON(S)	Name: Sh. Ashish Dadel, Designation: DGM (C&P) Email: ad02490@gail.co.in; Ph: +91-5683-230381
------------	-----------------------------	--

In case of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in 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 Bid Data Sheet(BDS):-
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
- 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 along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 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.

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.

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the 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 receipt of tender information.

10.0 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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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/>).

- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 13.0 GAIL Petrochemical Plant, Pata is situated near Dibiyapur, Dist. Auraiya (U.P.). As per best of GAIL's knowledge, the following courier companies are having their offices in vicinity of Pata in addition to Indian Postal Department:

FIRST FLIGHT		DTDC COURIER AND CARGO LTD.
DIBIYAPUR BRANCH Near Sahara India Ltd., Auraiya Road, Dibiyapur. Contact details: Mr. A K Tiwari, Ph.9918486882 / 9548988908 E-mail: dibiyapur@firstflight.net	AURAIYA BRANCH Jap Bhavan Market, In front of HDFC Bank Ltd., Kanpur Road, Auraiya Contact details: Mr. Ajay Singh, Ph.9336587325 E-mail: auraiya@firstflight.net	Khanpur Churaha, Maa Ambey Lodge, Yamuna Road, Auraiya Contact details: Ph. 9889818437

The above list is indicative only and other couriers may also be operating from nearby places. Further, bidders are requested to verify the details from the websites of respective courier companies. GAIL shall not be responsible for any deficiency in the services by the above mentioned courier companies.

This is not an Order.

For & on behalf of
GAIL (India) Limited

(Authorized Signatory)
Vibhor Jain
ET (C&P)
Phone No. & Ext.: 056832-30389
E-mail: vibhor.jain@gail.co.in

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



DO NOT OPEN - THIS IS A QUOTATION

***Bid Document No.* : GAIL/PA20/94617/8000017494/VJ**

***Description* : HIRING OF PMC SERVICES FOR SETTING UP**
2.64MWP ROOF TOP SOLAR POWER PROJECT
AT GAIL PATA

***Due Date& Time* : 12.11.2020 AT 1500 HRS IST**

From:

To:

.....	CENTRAL RECEIPT SECTION SECURITY MAIN BUILDING, PATA COMPLEX, GAIL (INDIA) LIMITED, P.O.-PATA, DISTT-AURAIYA (U.P.) PIN-206241- INDIA
.....	

(To be pasted on the envelope containing Physical documents)

=====



SECTION-II

BID EVALUATION **CRITERIA &** **EVALUATION** **METHODOLOGY**

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 TECHNICAL CRITERIA:

The bidders who intend to participate in this tender shall meet the minimum qualifying requirement as per the following bid evaluation criteria:

Sl No	Technical BEC Criteria	Required document(s) to qualify Eligibility Criteria
1.0	<p>Bidder should have successfully completed at least one single work order of <i>“Project Management Consultancy Services consisting of System Design, Engineering, Tendering, Construction, Supervision and Commissioning of minimum 1.32 MW_p Grid Connected Solar PV Power Plant”</i> in previous seven (07) years (reckoned from bid due date).</p> <p><i>“Prior experience criteria is NOT exempted for start-ups.”</i></p>	<p>Bidder shall submit the following documents in support of meeting the eligibility criteria:</p> <ul style="list-style-type: none"> • Bidder has to submit company registration certificate/ ISO certificate/ NSIC/SSI certificate or any statutory document establishing the bidder as the provider of PMC services. • Copy of Complete Work Order (along with detailed SOR and Scope of Work) and its Completion Certificate along with the bid. The Completion Certificate shall clearly specify the following: <ul style="list-style-type: none"> i) Reference of relevant Work Order ii) Actual date of completion of work iii) Full address of Client / Officer issuing Certificate. <p>Note: 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.</p>

NOTES

NOTE 1:

A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. 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 in the bidding documents to meet BEC.

NOTE 2: *Only documents (purchase order, completion certificate, execution certificate etc.) which have been referred/ specified in the bid shall be considered*

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



in reply to queries during evaluation of bids.

Non-compliance of above BEC shall lead to rejection of bid.

2.0 Prior experience as mentioned in technical criteria of BEC shall compulsorily be required for all Startups also [whether Micro & Small Enterprises (MSEs) or otherwise]. However, Startups are exempted from submission of EMD amount.

(i) For Startups:

- a) For availing the EMD relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
- b) **The relaxation of prior experience to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] shall not be applicable in the instant tender.**

3.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF START UP DOCUMENTS & DOCUMENTS FOR AVAILING EMD EXEMPTION BENEFITS:

(i) For Startups:

Documents should be attested 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.

(ii) For MSE bidders:

MSME documents as per clause no.40 of ITB should be attested 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.

4.0 EVALUATION METHODOLOGY:

- 4.1 The price bids of Techno-Commercially Qualified bidders will be compared based on the overall lowest evaluated price (L-1) inclusive of all charges, Goods & Service Tax (GST) Less GST Input Tax Credit (ITC) available to GAIL if any as quoted by the bidder.
- 4.2 In case any cess on GST is applicable same shall also be considered in evaluation.
- 4.3 Purchase Preference shall be applicable to MSE bidders as per Public Procurement Policy and as per clause no. 40 of ITB of tender document Section-III.

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

Offers of those bidders (not under, consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

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:

1. An Agreement (as per format and instructions enclosed at Appendix- A1) between the bidder and the supporting company.
2. Guarantee (as per format and instructions enclosed at Appendix- A2) by the supporting company to GAIL for fulfilling the obligation under the Agreement.
3. Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder had 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.

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

Note:

In case Supporting Company fails to submit Bank Guarantee as per (3) above, EMD/SD submitted by the bidder shall be forfeited. **The Financial BEC (if applicable) of tender is to be met by bidder on their own**



SECTION-III

INSTRUCTION TO BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 26. BID OPENING
 27. CONFIDENTIALITY
 28. CONTACTING THE EMPLOYER
 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 30. CORRECTION OF ERRORS
 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
 32. EVALUATION AND COMPARISON OF BIDS
 33. COMPENSATION FOR EXTENDED STAY
 34. PURCHASE PREFERENCE
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. QUARTERLY CLOSURE OF THE CONTRACT
50. PROVISION FOR STARTUPS
51. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
52. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
53. VENDOR GRIEVANCE PORTAL- "SAMADHAN"
54. ERRANT BIDDERS
55. CERTIFICATION REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
56. PROVISION W.R.T. TCS ON SALE OF GOODS UNDER SECTION 206C(1H) OF INCOME TAX ACT

[G] ANNEXURES:

1. ANNEXURE-I: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
 2. ANNEXURE-II: BIDDING DATA SHEET (BDS)
-



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 Bidding Document/Tender 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 Bidding 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 Bidding 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 their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
 - 2.4 Bidder shall not be affiliated with a firm or entity:
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



- (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 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.
- 2.7.1 **Submission of Original Power of Attorney (POA):**
Bidder(s) shall upload/submit scanned copy of Power of Attorney (POA) in their bids. The same shall be considered for evaluation of bid. The original Power of Attorney (POA) will be submitted by successful bidder(s) after normalization of situation.
- 3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE**
- 4 ONE BID PER BIDDER**
- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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 Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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 BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's tendering web site / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the 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 in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

- 11.1 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.
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
- (k) All forms and Formats including Annexures
- (l) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (m) 'Integrity Pact' as per 'Form F-13'
- (n) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (o) Additional document specified in Bidding Data Sheet (BDS).
- (p) 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.

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 unpriced 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.
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



- vi) 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.
- 11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL's E-tendering website as follows :-
- 11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, 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. Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening. Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.
- 11.2.2 **PART-II: PRICE BID**
The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to 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 SCHEDULE OF RATES / 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
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in SOR.
- 12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 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 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration number in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that 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 Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service



Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



the SOR.

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

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

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

13.10 Anti-profiteering clause

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

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work, 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.

- 13.12 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.

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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).

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

Supplier / Service Provider / Contractor/ Consultant (s) 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 / service provider / contractor/ consultant 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 / Services with requisite details.

If input tax credit is not available to GAIL for any reason attributable to supplier / service provider / contractor/ consultant (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 / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/ Consultant as per format enclosed at Annexure-1 along with documents for release of payment.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. 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 (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**.
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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' (if applicable) 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 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 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
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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 Submission of EMD in Original:

- a) 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 is placed, after normalization of situation.
- b) Bidders also have provision to submit EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc., as mentioned in the tender document.
- c) In case, it is not possible to forward/submit original EMD within 7 days from the due date of bid submission, necessary time extension if required may be given to the bidder but not beyond 30 days, considering inability to dispatch the original EMD, with proof.

17 PRE-BID MEETING (IF APPLICABLE)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL e-tendering website against the Tender. 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 a 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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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.

- 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.

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

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

20 E-PAYMENT

GAIL (India) Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF 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.
- 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/ CONSULTANT/ 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.
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 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.
- 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'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 23.3 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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is 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 & 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 super scribing the envelope as "WITHDRAWAL" and "Tender Document number :"/ communication regarding withdrawal of bid with "Tender Document number :..."/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



requirement and 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 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. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.
- 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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 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 in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (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
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



documentation required in the tender document.

- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the 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.

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.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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 Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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 / Bid Security', pursuant to "ITB: Clause-16".

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

37 SIGNING OF AGREEMENT

37.1 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.

37.2 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' 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 EMD/Security Deposit.

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 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 order/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)** to be reimbursed by the Owner.

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

- 38.4 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, the bidder can submit CPBG on line through issuing bank to GAIL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.

- 38.6 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 Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate **"Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify**

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



the FOA/DLOA/PO No.)” under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.”

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

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services.
- 39.2 The Fraud Prevention Policy document is available on GAIL’s website (www.gailonline.com)
- 39.3 Name and contact details of nodal officer are as under:
Shri K PREMKUMAR, CGM (C&P), PATA
Tel: 05683-230380
Email: kprenkumar@gail.co.in

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL’s “Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices” (Annexure-I), 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 Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant 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 Vendor/ Supplier / Contractor/ Bidder/Consultant and the ‘Arbitration clause’ in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

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

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

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

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) An Enterprises Registered Prior To 30.06.2020 And Who Are Not Re-Registered With Udyam Registration Such Enterprise Shall Submit EM Part-II Or Udyog Aadhaar Memorandum (UAM) For Availing Benefits of PPP-2012.
 - b) Micro and Small Enterprises (MSES) who have completed re-registration shall be required to submit Udyam registration certificate for availing benefit under public procurement policy for MSES-2012.
 - c) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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

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

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

- 40.4 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.
- Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 40.7 Government of India vide Gazette notification no. CG-DL-E-01062020-219680 dated 01.06.2020 notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01.07.2020 which is mentioned below:
- (i) A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Cr. and Turnover does not exceed Rs. 5 Crs.;
 - (ii) A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crs. and Turnover does not exceed Rs. 50 Crs.;
 - (iii) A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crs. and Turnover does not exceed Rs. 250 Crs.;
- 40.8 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020, Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified the form and procedure for filing the memorandum (hereafter in this notification be known as Udyam Registration)
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



with effect from 01.07.2020.

In the foresaid notification, it is mentioned that the exiting MSEs are to be obtained Udyam Registration No. w.e.f. 01.07.2020 and the existing certificates of MSEs are continued to be valid till 31.03.2021.

- 40.9 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.

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

42 VENDOR PERFORMANCE EVALUATION

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

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



(ii) Clause no. 4.0 **“EXCLUSIONS”**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

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

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

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

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

- 1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First such instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s)/ contract (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) /contract (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) /contract (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
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to 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.

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, wherever applicable, shall be deducted as per applicable act/law/rule.

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.

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL's web site i.e. www.gailonline.com.

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

2.0 ARBITRATION

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

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

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

OR

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



governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

3.0 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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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

46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

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.

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. QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-

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

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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

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

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for.

Since certificate of DPIIT towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DPIIT.

Further, above document should also be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.

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

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

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ 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 supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



supplier/ contractor/ 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 Supplier/Contractor under this contract or under any other contract.

52. 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.

53. VENDOR GRIEVANCE PORTAL- “SAMADHAN”

GAIL has developed Vendor Grievance Portal-“Samadhan” for timely addressing the issues/ grievances of Vendor/ Supplier/ Contractor/Consultant (hereinafter referred ‘Vendor’). The same is available at <https://gailebank.gail.co.in/grievance/welcome.aspx>.

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

- (i) Any issue should be first referred to EIC.
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-“Samadhan”. The same shall be addressed by GAIL within 15 days.
- (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 Order/ LoA/Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

54. ERRANT BIDDERS

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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.

55. CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

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

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

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

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

- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
-



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

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

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

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

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

iv) Where no natural person is identified under (i) 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-I.

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

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

56. **Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act**

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from GAIL.

GAIL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to GAIL.



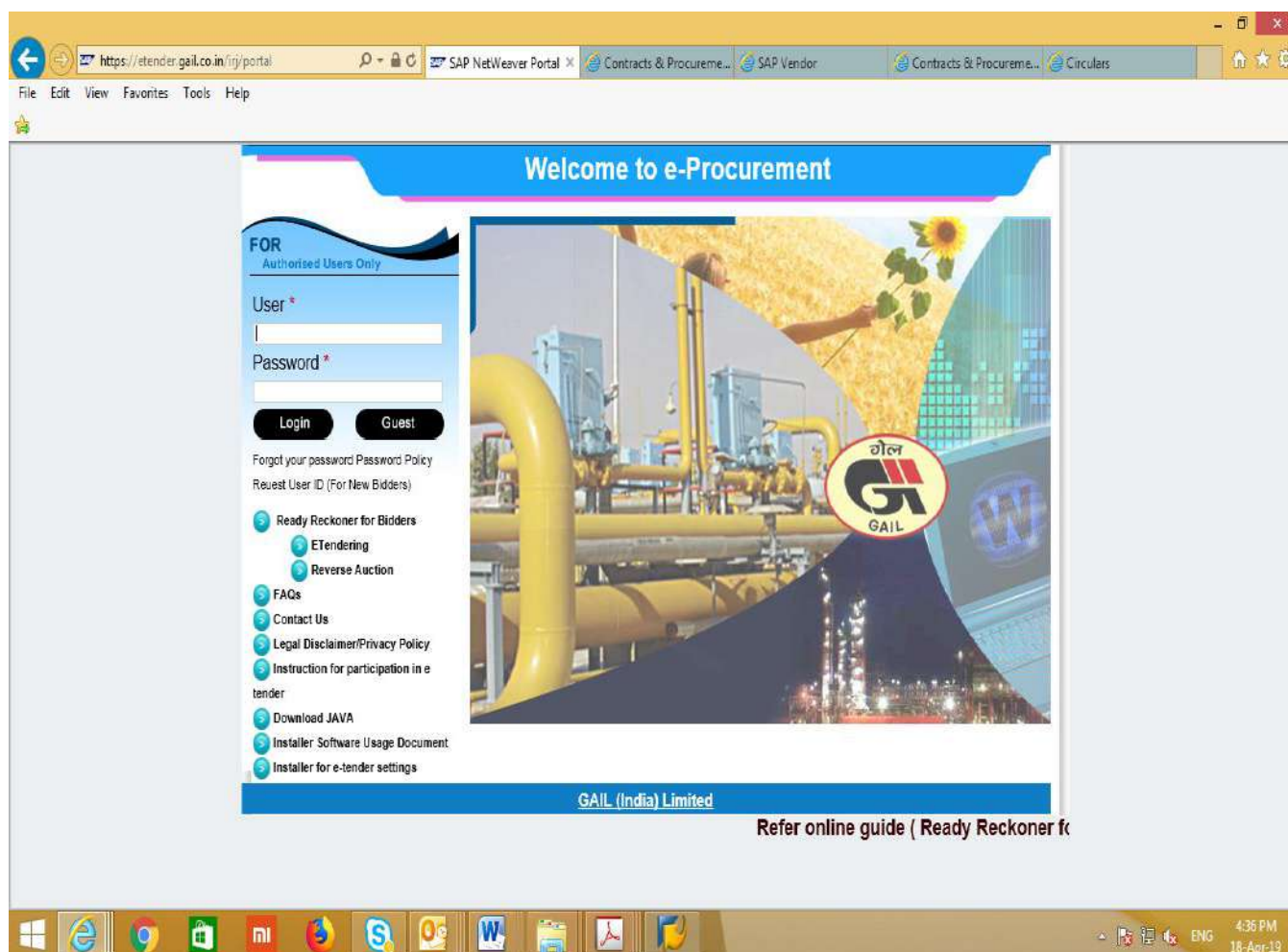
TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER PROJECT AT GAIL PATA



Annexure-I

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

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



Ready Reckoner for Bidders, Frequently Asked Questions, Contact details, Instructions for participation in e-tender and an Auto Installer for PC/Browser Setting etc. are available in above home page of GAIL's e-tender portal.

Note:

An Auto Installer for PC/Browser Setting(IE) enabling GAIL e-tender/Reverse Auction for bidders was developed by GAIL.

The same is available on GAIL e-tender portal under link "Installer for e-tender settings". The user can down load the auto installer by navigating the link and the moment they install on their PC auto settings take place enabling the PC and browser(IE) for GAIL e-tender and Reverse Auction. The usage document of the installer is also kept under link "Installer software usage document".

This is will save time and effort for Vendors/bidders as well as GAIL e-tender support team and will give bidders a hassle-free e-bidding experience in GAIL.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



ANNEXURE-II

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

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : GAIL/PA20/94617/8000017494/VJ
1.1	The Employer/Owner is: GAIL (India) Limited
2.1	The name of the Services to be performed is: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER PROJECT AT GAIL PATA
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: Attention: MR. VIBHOR JAIN, ET(C&P) Address: CENTRAL RECEIPT SECTION SECURITY MAIN GATE, PATA PLANT GAIL (India) Limited, PATA-206 241 DIST. AURAIYA (U. P.),INDIA
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): (i) BEC Qualification documents (ii) Entire tender documents digitally signed. (iii) Blank SOR with word "Quoted" (iv) All documents like MSE/Udyog Aadhar, GST registration, Pan Card etc.
12	Additional Provision for Schedule of Rate/ Bid Price are as under: Bidder to quote against all the line items and evaluation shall be on overall basis.
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender: YES
14	The currency of the Bid shall be INR
15	The bid validity period shall be 03 months from final 'Bid Due Date'.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



16.1

In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of **GAIL (India) Limited**, payable at **SBI PATA (Branch Code 1937)**. The bidder can also transfer EMD in GAIL's account before the Bid submission date and time. The copy of transaction reference to be uploaded in e-tender portal.

Details of GAIL's Bank is
STATE BANK OF INDIA (BRANCH CODE: 1937)
GAIL (INDIA) LIMITED,
P.O.: PATA, DISTT.: AURAIYA # 206 241 (U.P.) , INDIA
PH. NO. : 91 5683 282391, 91 5683 282356 EXTN. 30261
FAX NO. :91 5683 283069;
E-MAIL : **SBI.01937@SBI.CO.IN**

In case of 'Earnest Money / Bid Security' through online banking transaction i.e. IMPS/NEFT/RTGS etc.

Details of GAIL's Bank are as under-

Account Holder Name	:	GAIL INDIA LIMITED
Bank Name	:	STATE BANK OF INDIA
Branch Name /branch code	:	PATA (01937) , 01937
Branch Address (incl Pin code)	:	STATE BANK OF INDIA, UPPCC, PATA, DISTT. AURAIYA, U P- 206241
9 Digit MICR No. of Bank and Branch	:	206002253
Account Type	:	OD
Account Number (as appearing on cheque book)	:	00000032808651040
IFSC Code of the Branch (For RTGS)	:	SBIN0001937
IFSC Code of the Branch (For NEFT)	:	SBIN0001937

**16.10 and
38.6**

For submission of EMD/ Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS, the details of GAIL's Bank Account is as under:

Account Holder Name	:	GAIL INDIA LIMITED
Bank Name	:	STATE BANK OF INDIA
Branch Name /branch code	:	PATA (01937) , 01937
Branch Address (incl Pin code)	:	STATE BANK OF INDIA, UPPCC, PATA,

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



		DISTT. AURAIYA, U P- 206241
	9 Digit MICR No. of Bank and Branch	: 206002253
	Account Type	: OD
	Account Number (as appearing on cheque book)	: 00000032808651040
	IFSC Code of the Branch (For RTGS)	: SBIN0001937
	IFSC Code of the Branch (For NEFT)	: SBIN0001937
D. SUBMISSION AND OPENING OF BIDS		
ITB clause	Description	
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.	
22	The E-Tender No. of this bidding process is: GAIL/PA20/94617/8000017494/VJ	
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: MR. VIBHOR JAIN, ET(C&P) Address : CENTRAL RECEIPT SECTION SECURITY MAIN GATE, PATA PLANT GAIL (India) Limited, PATA-206 241 DIST. AURAIYA (U. P.),INDIA	
E. EVALUATION, AND COMPARISON OF BIDS		
ITB clause	Description	
32	Evaluation Methodology is mentioned in Section-II.	
33	Compensation for Extended Stay: NOT APPLICABLE	
F. AWARD OF CONTRACT		
ITB clause	Description	
37	State of which stamp paper is required for Contract Agreement: UTTAR PRADESH	
38	Contract Performance Security/ Security Deposit: APPLICABLE 10% of the Order / Contract value excluding taxes.	
40	Whether tendered item is divisible : NO	
41	Provision of AHR Item : NOT APPLICABLE	
48	Quarterly Closure of Contract: NOT APPLICABLE	
49	Applicability of provisions relating to Startups: ONLY EMD EXEMPTION IS ALLOWED IN THE TENDER.	

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



FORMS & FORMAT



TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	POWER OF ATTORNEY
Form F-I	UNDERTAKING IN VIEW OF CLAUSE NO.55 OF ITB <i>"REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA"</i>
Annexure-1	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
Appendix-A1 Appendix-A2 Appendix-A2A Appendix-A3	FORMATS <i>"in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa"</i>
Annex-I	PROFORMA FOR CONTRACT AGREEMENT
Annex-II	INDEMNITY BOND

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED, PATA
TENDER NO: GAIL/PA20/94617/8000017494/VJ

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____
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:	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Bidder's address where order/contract is to be placed	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. * (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div> <div>GST No.:</div>
8	Telephone Number/ Mobile no. of address where order is to be placed	<div>_____</div> <div>(Country Code) (Area Code) (Telephone No.)</div>
9	E-mail address	
10	Website	

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



11	Fax Number:	_____
		(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal

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

Place:
Date:

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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

Dear Sir(s),

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



F-3
LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s GAIL (INDIA) LIMITED,
PATA

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA

TENDER NO: GAIL/PA20/94617/8000017494/VJ

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding 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: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GAIL.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

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

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



10. Notwithstanding anything contained herein:

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

Yours faithfully,

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
 2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to 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.
-

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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.	:					

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



F-5
AGREED TERMS & CONDITIONS

To,

M/s. GAIL (INDIA) LIMITED,
PATA

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA

TENDER NO: GAIL/PA20/94617/8000017494/VJ

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and 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.	
4	Rate of GST (CGST & SGST/ UTGST or IGST) quoted in Price Schedule/ SOR	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: GAIL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
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	
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. (Applicable for order value greater than 5 lakhs excluding taxes).	
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	

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
	Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.		
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period 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 shall be submitted after reducing the price reduction due to delay.		
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 EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity		
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 Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GAIL or their relative is not a partner.	Confirmed	
		Not confirmed	
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 shall be borne by Bidder.		

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
18.	<p><u>No Deviation Confirmation:</u></p> <p>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.</p>	
19.	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"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."</p>	
20.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</p>	
21.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and</p>	

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.</p>	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	
25.	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA



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,
PATA

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA
TENDER NO: GAIL/PA20/94617/8000017494/VJ

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 :

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWp ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



F-7
BIDDER'S EXPERIENCE

To,

M/s. GAIL (INDIA) LIMITED,
PATA

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER
PROJECT AT GAIL PATA

TENDER NO: GAIL/PA20/94617/8000017494/VJ

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-8
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the 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		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document <input type="checkbox"/> along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC criteria <input type="checkbox"/>		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all format duly filled in are enclosed with the bid duly <input type="checkbox"/> Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports & duly <input type="checkbox"/> filled in Form 9 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWp ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA**



F-11

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. GAIL (INDIA) LIMITED,
PATA

SUB: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER PROJECT AT GAIL PATA
TENDER NO: GAIL/PA20/94617/8000017494/VJ

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: : _____

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP
SOLAR POWER PROJECT AT GAIL PATA.



F-12

E-Banking Mandate Form

(To be issued on vendor's 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)

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Refer FAQs as available on GAIL E-Tender portal.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

F-15
POWER OF ATTORNEY
(ON LETTER HEAD)

To,
M/s GAIL (INDIA) LIMITED, PATA

TENDER NO.: GAIL/PA20/94617/8000017494/VJ
SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MWP ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

“The undersigned _____ (Name of LEGAL PERSON, i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document **Manually**) _____ (Designation) of M/s _____ and Mr./Ms _____ (name of authorized person signing the bid document **Digitally**) _____ (Designation) of M/s _____ whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid, conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON
(FOR SIGNING THE BID **MANUALLY**)

(Signature)

SIGNATURE OF THE AUTHORIZED PERSON
(FOR SIGNING THE BID **DIGITALLY**)

Name of person: _____

E-mail id:

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**



Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Annexure-1

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

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

To,

M/s GAIL (INDIA) LIMITED

SUB:

LOA NO:

Dear Sir,

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

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant 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/Contractor/Service Provider/ Consultant (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/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

Date:

Name:

Designation:

Bidder Name:

Seal:

Appendix-A1

**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND
THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN 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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

For and on behalf of
(Supporting Company)

M/s.

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)

Appendix-A2

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/
GUARANTOR**

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

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GAIL at any stage.

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

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

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

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor 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 / contractor 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor 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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

decision of GAIL about performance of the bidder / contractor 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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

Appendix-A2A

**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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Appendix-A3

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s GAIL (INDIA) LIMITED

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT/ ORDER) 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between GAIL and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above,

The said M/s. _____ (Supporting Company) has approached us and at their request and in consideration of the premises we

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the 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/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(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.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

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/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER 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/ORDER 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) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

ANNEX-I
PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

dated -----

Contract Agreement for the Services of ----- of GAIL (India) Ltd. made on ----- between (Name and Address)-----, hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GAIL (India) Limited hereinafter called the “Employer” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression “Contract” wherever herein used.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

AND

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and

on behalf of Employer.

GAIL (India) Limited

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Signed and Delivered for and

on behalf of the Service Provider

Name of the Service Provider

Date : _____

Place: _____

1. _____

2. _____

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

Annex-II

INDEMNITY BOND

WHEREAS GAIL(India) Limited (hereinafter referred to as GAIL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with ‘**name of the contractor**’ Incorporated (hereinafter referred to as the ‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office -----
- for Rs. -----for “**NAME OF THE CONTRACT**” ---- **for a period of-----**” and on the terms and conditions as set out, inter-alia in the Work Order 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 favour of GAIL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labours / vendors/ sub- contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GAIL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority , Labour Court , Arbitrator , Tribunal etc..

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

AND THE CONTRACTOR hereby agrees with GAIL that:

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

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place :

Dated :



SECTION IV

GENERAL CONDITIONS

OF CONTRACT

General Conditions of Contract-Services are available on GAIL's Tender Website (<https://gailtenders.in/Gailtenders/gccs/GCCServices-Englishh.Rev.0.pdf>).

“GCC का हिंदी संस्करण गेल की निविदा वेबसाइट (http://gailtenders.in/Gailtenders/gccs/GCCServices_Hindi.Rev.0.pdf) पर उपलब्ध है। हालांकि, अंग्रेजी और उसके हिंदी अनुवाद में किसी भी विसंगति के मामले में, व्याख्या और कानूनी पहलुओं के लिए, अंग्रेजी संस्करण प्रबल होगा।”

“The Hindi version of GCC's is available on GAIL's tender website (http://gailtenders.in/Gailtenders/gccs/GCCServices_Hindi.Rev.0.pdf) for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**



SECTION V & VI
SPECIAL CONDITIONS OF
CONTRACT & SCOPE OF
WORK

SECTION V & VI

SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

Project Description

1. GAIL proposes to set up Grid connected Roof Top Solar Power Projects by hiring PMC services. This roof top grid connected Solar PV plant (Phase I & Phase II) shall be set up in GAIL Pata Complex. Phase I shall be set up at GAIL Pata, petrochemical complex Plant area. Phase –II shall be set up at GAIL Pata, petrochemical complex and residential (Colony) area. Both to be executed / Implemented simultaneously.
2. DFR has already been prepared by M/S GERMI for the said projects and potential of 2.64 MW_p has been found out for two phases broadly based on types of roofs, Phase –I, shed type roofs - 2.13 MW_p and Phase II, Flat RCC roofs – 0.51MW_p at GAIL Pata/Gail-gaon residential township respectively.
3. Phase-1 shall be designed to install 2.13 MW_p output-DC and Phase-II Plant shall be designed to install 0.51 MW output- DC.
4. This tender invites the bids for Project Management Consultant (PMC) services for setting up and completion of a Grid connected roof top solar PV plant (2.13 MW_p at Phase - I and 0.51 MW_p at Phase - II) including estimation, tender document preparation for EPC contract, tendering, bid evaluation, inspection and expediting, supervision of project execution including construction, installation, testing, commissioning, performance guarantee test run and finalization of O&M scope and awarding of O&M of the complete project (Phase-I and Phase-II) and submission of final documentation to GAIL (India) Ltd.
5. The Project execution methodology for the Grid connected roof-top Solar PV project at Petrochemical Complex, Pata, U.P, is based on a philosophy that the project shall be executed in EPC/LSTK mode and a Project Management Consultant (PMC) will be appointed to manage and control all aspects of the Project execution on behalf of GAIL (OWNER) to complete the project on time and within specified costs.
6. PMC shall perform the Project Management, Tendering, procurement as required, inspection and expediting, construction management and supervision etc. and establish a team accordingly containing all the necessary skills and disciplines needed for professional management of the Project on behalf of OWNER.
7. In general, PMC shall act on behalf of OWNER, and be responsible for the following but not limited to:
 - a. PMC would study and identify the requirements of the construction facilities such as water, power, office space, fabrication yards, storage yard/ storage space and material

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

handling arrangements at site and accordingly keep the provisions of the same in the scope of work of EPC/LSTK contractor.

- b. Follow GAIL's C&P procedure along with all amendments/ subsequent amendments issued/ approved by GAIL, GCC, and ITB etc. for tendering activities, and also for Techno-commercial evaluation, recommendation related to price bid opening / award of work to EPC/LSTK contractor.

Description for Phase -I

Plant Phase-I (Shed Type roofs)	
Particulars	Description
Details of proposed capacity of the solar power plant	2.13 MW _p (DC), SPV (Multi Crystalline/ Polycrystalline) Grid Connected Roof Top (SPV) Solar Power Plant
Place	Pata Plant Area
District	Auraiya
State	Uttar Pradesh
Nearest City	Kanpur, 85 Kms by Rail & 120Kms By Road
Nearest Highway	NH-2
Nearest Railway Station	Phaphund, around 5 Kms.
Nearest Domestic Airport	Amausi, at a distance of about 200 kms
Estimated life of PV Power plant	25 Years
Location (Set-1 of Phase-I)	
Building Name (Project site)	Plant Capacity(KWp)
Workshop(South West)	140
Old C&P Store(South West Facing)	270
New Spare Store -1(South West Facing)- General store	315
EIL Store(South East facing)	128
EIL Store(Northwest facing)	128
Spare-Shed-1(North West facing)	40
Spare Shed-2(South West facing)	48
New Spare Shed Yard-4 (South East facing)	152
New Spare Shed Yard- 4 (North West facing)	140
Total Capacity of Set-1 of Phase-I	1361
Location Building Name (Project site) (Set-2 of Phase-I)	
Plant Capacity(KWp)	
New Product Ware House (North West)	563

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

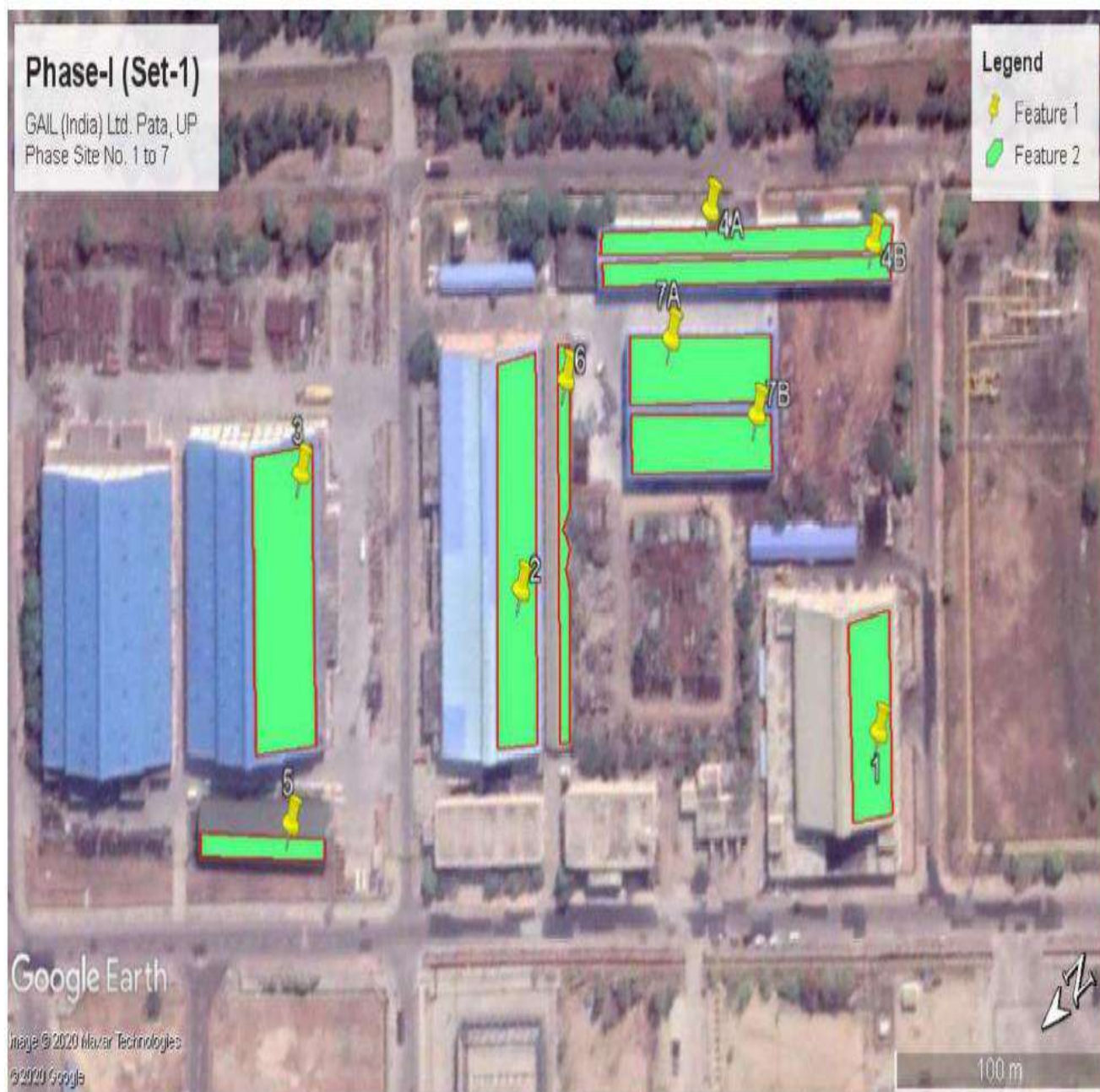
New Product Ware House (South East)	205
Total Capacity of Set-2 of Phase-I	768
Total Capacity of Phase-1	2129

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Building Locations for Set-1 of Phase-1

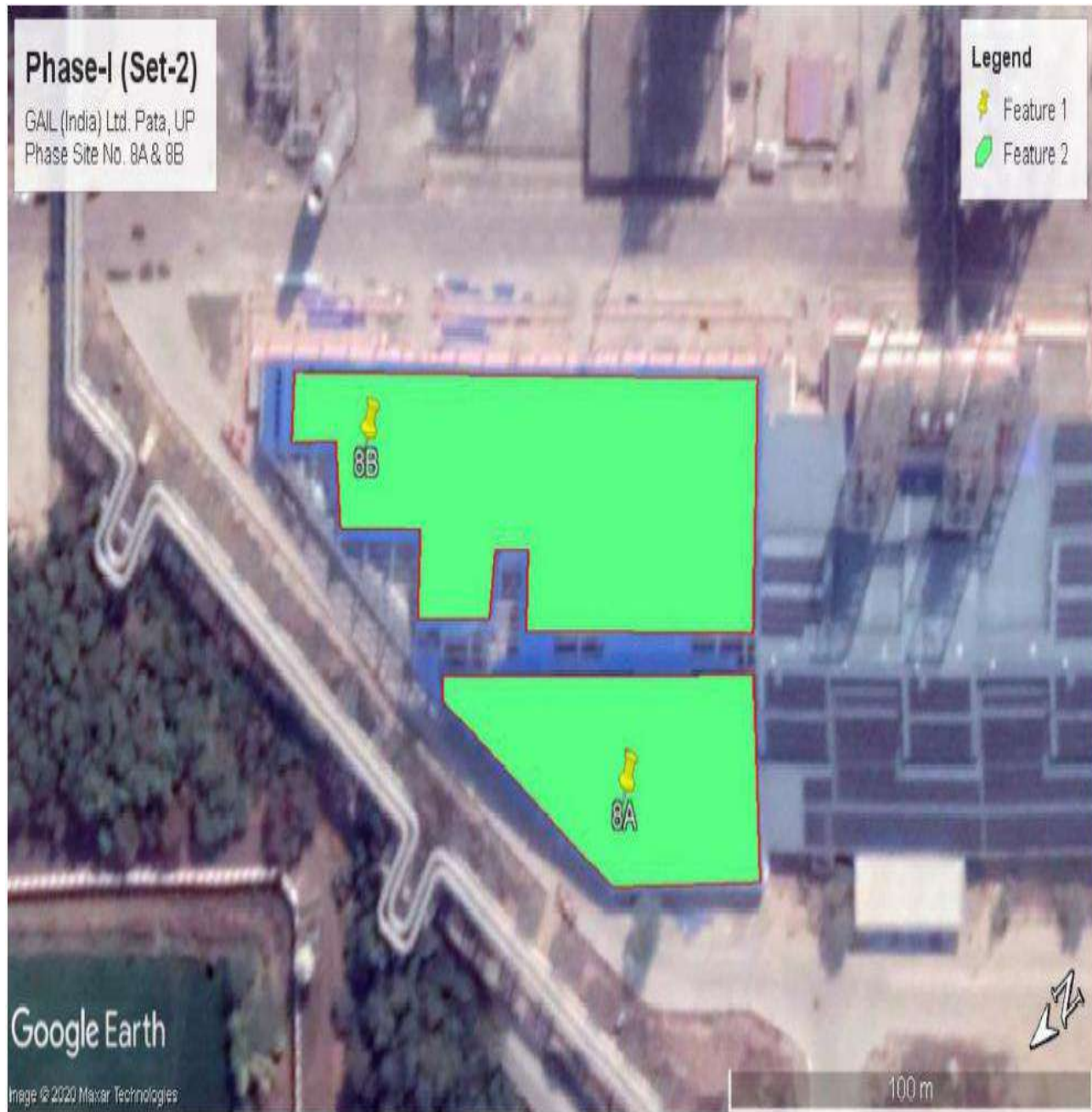


TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Building Locations for Set-2 of Phase-1



TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Description for Phase – II

Plant Phase-II (Flat RCC Roofs)	
Particulars	Description
Details of proposed capacity of the solar power plant	0.51 MW _p DC , SPV (Multi Crystalline/ Polycrystalline) Grid Connected Roof Top based SPV Solar Power Plant
Place	Pata Residential Township & Plant Area
District	Auraiya
State	Uttar Pradesh
Nearest City	Kanpur, 85 Kms by Rail & 120Kms By Road
Nearest Highway	NH-2
Nearest Railway Station	Phaphund, around 5 kms.
Nearest Domestic Airport	Amausi, at a distance of about 200 kms
Estimated life of PV Power plant	25 Years
Location (Set-1 of Phase-II)	
Building Name (Project site)	Plant Capacity (KW_p)
Dhanvantri Hospital	42
Township SS – 1	20
DAV school & auditorium	56
SS – 3	14
Estate office	9
Shalimar Complex	41
Total Capacity of Set-1 of Phase-II	182
Location (Set-2 of Phase-II)	
Building Name (Project site)	Plant Capacity (KW_p)
SS – 5	12
Project office	34
New Fire Water Pump House	25
SS – 33	89
SS – 4	30
Canteen Building	59
SS – 06	53
old fire Water Pump House	28
Total Capacity of Set-2 of Phase-II	330
Total Capacity of Phase-II	512

TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Building Locations for Set-1 of Phase-II

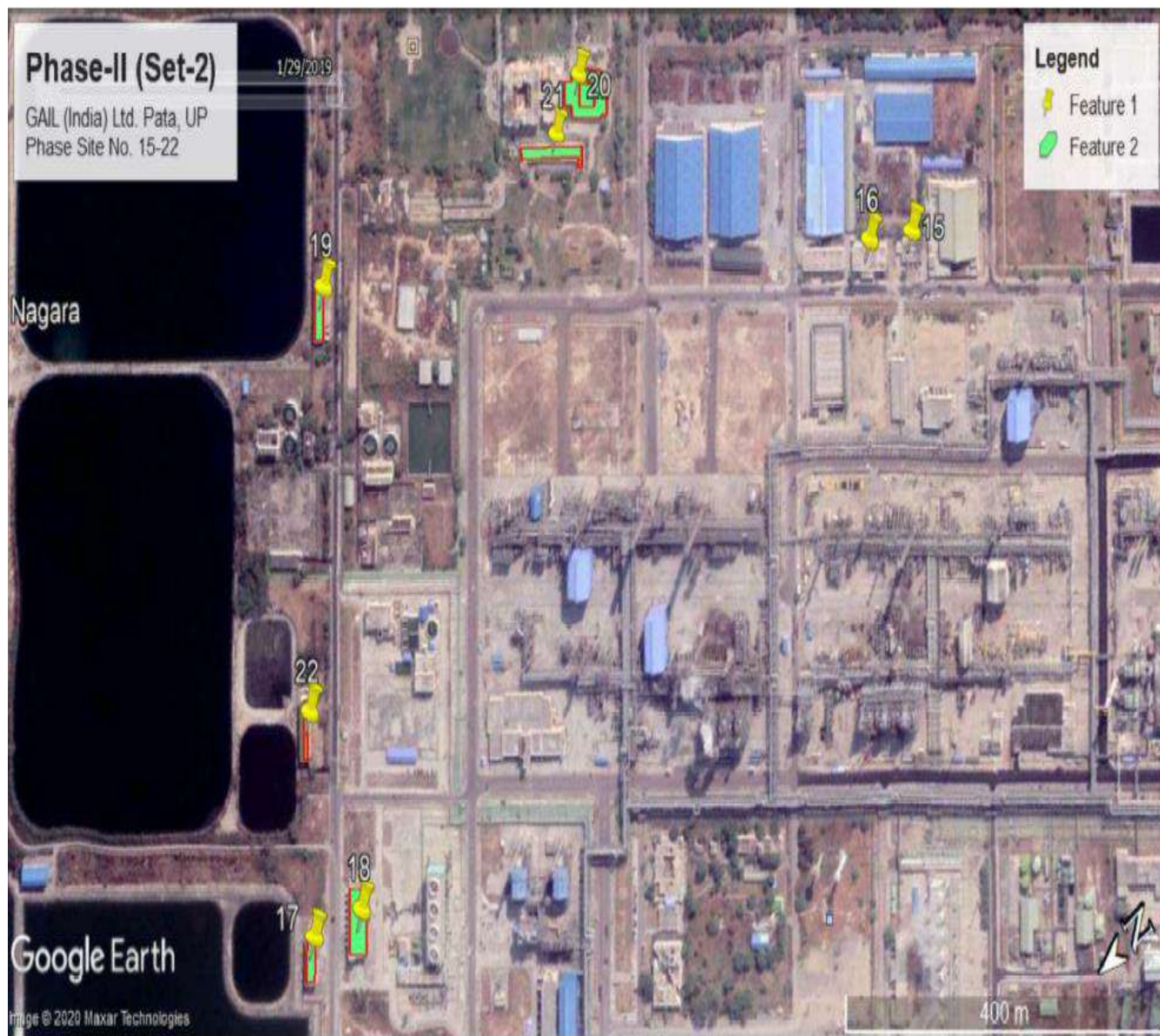


TENDER NO.: GAIL/PA20/94617/8000017494/VJ



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

Building Locations for Set-2 of Phase-II



SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

8. The Project Management Consultant (PMC) shall be doing the project management, conducting, estimation, preparation, evaluation and finalization of tender for EPC Contract, procurement services, inspection and expediting, supervision of project execution including construction, installation, testing, commissioning, performance testing and O&M of the complete project (Phase-1 and Phase-II) for a period of 10 years from the date of commissioning and submission of final documentation to Gail (India) Ltd.
9. The PMC or its any affiliates/ business entities / related companies/ subsidiaries/ agents or any other entities where the PMC or its directors/officials have explicit/implicit interest cannot participate in EPC tender.
10. In general, PMC shall act on behalf of GAIL (INDIA) LTD. (OWNER), report to the OWNER and be responsible for carrying out the Project in toto. Any additional facility, services which are not specifically mentioned here, but are required to make the solar power plants complete in every respect in accordance with the intent and technical specification, for safe operation and guaranteed performance, shall be covered under the scope of work.

11. PREPARATION OF BID DOCUMENTS(EPC/LSTK) AND TENDERING

- a. Preparation of Bid Documents for EPC/LSTK contract for design, manufacture, Supply, Erection, Testing & Commissioning, power evacuation and grid integration with existing power system, control & monitoring system such as SCADA etc., completion of solar power project, and subsequent O&M of solar power project for ten years covering all technical requirements for overall design, components, Vendor / subcontractor selection, performance assessment protocol, compliances of various rules and regulations etc. However, consultant (PMC services) shall be responsible for execution part of the EPC contract including successful demonstration of designed CUF for first year of operation for both of the phases of plants., pursuant to Guarantee Tests and demonstration of PR, submission of all requisite final documentation, including claiming of VGF, if any.
- b. Tendering, Evaluation and recommendation for award including the approvals as required from GAIL for Bidder Evaluation Criteria (BEC), Price Bid Opening (PBO) etc. as required for processing the tender in line with GAIL's C&P procedure.
- c. The scope of work for the EPC/LSTK contract should cover but not limited to the following:
 - i) The Consultant shall develop the Bid Document based on best industry practices, latest technical developments, prevailing market situation and, their experience with other projects and finalize the same in consultation with GAIL for floating to bidders.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- ii) The Scope of Work for preparation of Bid Document shall include preliminary system design and necessary engineering for the project, eligibility criteria(s), technical as well as financial evaluation/ elimination criteria, ITB, scope of work for the developer, GCC, SCC, technical specifications, SOR, payment milestones and any other related issues, etc.
- iii) The scope of work for two phases of solar power plant and subsequent O&M of the same shall cover in detail technical specifications, commercial terms and conditions and other bid formats and documents including draft contract agreement etc.
- iv) Tender document shall cover all aspects for design, manufacture, Supply, Erection, Testing & Commissioning including PGTR of both phases and subsequent O&M for 10 years on turnkey basis covering all technical requirements for vendor/subcontractor selection, performance assessment protocol, compliances of various rules and regulations etc.
- v) Bid Document for grid connected roof top solar project shall exclusively cover compliances to relevant laws, Acts, grid codes, regulations, notifications, rules.
- vi) All technical specifications and Requirements shall be clearly defined including the Design standards, engineering works required to be carried out by the vendors. Mechanical, structural, civil design criteria, cleaning systems at each location of installation shall be included.
- vii) All technical requirements/specifications related to the solar equipment and other equipment to be supplied by the EPC contractor, like Solar Panels, PCU, mounting structures, AC / DC cables, String combiner boxes, DC connectors, remote monitoring, transformer, AC / DC panel, DC connector, switches, DBs, relays, Auxiliary transformer, SCADA systems etc. necessary to set-up both phases of solar power plant shall be defined.
- viii) Requirements related to the inspection at manufacturer's works/sites, packing and dispatch shall be covered.
- ix) All requirements regarding Quality, QA/QC shall be covered.
- x) Design drawing requirements and other documents to be prepared by the EPC contractor shall be included in the specifications.
- xi) Solar plant layout and related details shall be defined in the tender documents.
- xii) Statutory, safety and environment related requirements shall be covered in the specifications.
- xiii) Warrantee and Guarantee requirements shall be defined in the specifications.
- xiv) Plant performance and acceptance testing methodology including PR, CUF (Performance ratio and Capacity utilization factor) and handing over details shall be defined in the technical part of the tender in consultation with GAIL.
- xv) In case the CUF of both phases not meeting the designed parameters, the PMC shall further do design, engineering and recommend the EPC/LSTK contractor in consultation with GAIL to make additions of solar modules and other required modifications to attain designed performance.
- xvi) Ten years O&M scope and specifications shall be clearly defined in technical part of the tender document.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- xvii) After preparation of tender document duly vetted by GAIL, same will be floated by GAIL for inviting bids. The PMC will evaluate all bids and will carry out technical bid analysis/ Commercial bid analysis and reply/raise any query related to bid evaluation.
- xviii) GAIL (INDIA) LTD. shall award the work for execution of the Solar Projects through e-tendering process.
- xix) In case, no bidder is qualified for EPC job, then PMC will provide revised estimation and re-prepare tender document for retendering by GAIL.

d. Bid Document Shall Broadly Cover the following:

- i) Instruction to Bidders (ITB).
- ii) Site description (Location, site clearance, establishing access, Layout, etc.).
- iii) General Conditions of Contract (applicable GAIL GCC)
- iv) Special Conditions of Contract.
- v) Liaison with various agencies and obtaining all statutory approvals/clearances from Govt., Ministries, state/national authorities/agencies, CEA, Environment etc.
- vi) All technical Specifications for Solar power plant as required, including compliance to relevant laws, Acts, grid codes, CEA regulations, notifications, rules.
- vii) Price Schedule on Turnkey basis for setting up Solar power plant
- viii) The consultant shall provide all technical details without any bias to any particular manufacture.
- ix) Civil/structural works including approach platforms/ ladders etc.
- x) Spare/ store management system.
- xi) Minimum plant availability to be guaranteed by EPC/LSTK contractor as per norms (to be suggested by consultant) for the 25 years period along with guaranteed generation after allowing reasonable variation. The allowable reasonable variation shall be suggested by consultant in line with prevailing standards / technology/ industrial practices.
- xii) Price schedule for 10 Years Operation and Maintenance of solar power project.
- xiii) Terms of Payment for Supply, Erection, Testing & Commissioning.
- xiv) Performa for source of components /spares of solar power plant and assurance for availability of the same for project lifecycle.
- xv) Third party and /or internal Inspection, testing and supervision of Critical equipment, electrical, construction, pre-commissioning tests, performance monitoring during and post commissioning,
- xvi) Performa for solar power plants already set up in India by the Bidder and other BEC stipulations.
- xvii) Performa of Deviations (if any).
- xviii) Sample Forms of Securities (Earnest Money, Security Deposit etc.)
- xix) Sample Form of Performance Guarantee.
- xx) Price reduction Schedule (PRS) for delay in completion and handover and penalties for non-availability of plant, underperformance of solar power plant(s) with respect to performance criteria and test protocol to be conducted post

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

stabilization over the defect liability period, internal losses of Solar power plant, generation guarantee etc.

- xxi) Project Completion time with intermediate milestones.
- xxii) Warranty Period, defect liability period.
- xxiii) Training of Manpower, plant manuals, HSE manuals, O&M manuals for solar power plant covering all necessary aspects.
- xxiv) Setting up of monitoring and reporting systems, pre and post commissioning.
- xxv) Generation estimation methodology adopted including data, programs, various corrections factors considered.
- xxvi) The bid document shall have elaborated SOR to enable price comparison of received bids and adequate provisions to select the most techno-economic EPC/LSTK contractor and shall contain all evaluation criteria that need to be communicated to the prospective bidder including considerations for VGF/ any other benefits /grant as available to GAIL, if any.
- xxvii) The consultant shall float a tender for required specifications of the project and seek firm costs for CAPEX as well as OPEX valid for one year.
- xxviii) Developing formats of reports required by OWNER during EPC as well as operation of solar power Plant.

12. COST ENGINEERING:

- i. Prepare periodic cost status reports (monthly).
- ii. Prepare detail cost estimates for bid comparison purposes.
- iii. Preparation of accurate estimates in time (based on past data/ CPWD rate basis/ Market rate Analysis) for procurement of items, services and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimate and price difference between quoted price of L-1 bidder and estimated cost beyond (+/-) 10% shall call for exhaustive analysis and explanation from PMC. Deviation between cost estimates & recommended order value being more than (+/-) 10% not backed by justifiable reasons and beyond the control of PMC shall be treated as deficiency of services by PMC and an advisory will be issued to PMC highlighting such deficiency and for taking corrective action in future cases.
- iv. Further, in case of the deviation between cost estimate provided by the PMC at the time of bid submission and recommended order value being more than (+/-) 15 %, recovery will be made from the payment of PMC as follows
If x: the actual awarded value of a particular package
X: the total awarded value of all the packages in the project
Then R (Recovery for that particular package) shall be:
 $(x / X) * (2\% \text{ of awarded PMC contract value})$
- v. Provide assistance in settling all commercial issues with all the vendors/ Contractors until the final closeout.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

13. CONSTRUCTION MANAGEMENT:

The construction management services to be performed by PMC shall cover the following but not limited to:

- (i) Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- (ii) Review Contractor's resources and schedules.
- (iii) Mobilize adequate work force commensurate to job requirements to Carry out the construction supervision activities.
- (iv) The Consultant shall deploy enough work force at GAIL Pata site to carryout PMC job as specified in tender document. During execution of EPC Job, the consultant shall deploy 02 competent and experienced persons - one project manager and one site engineer cum safety officer on continuous basis for both of the phases of plants (i.e. Solar PV Plant Phase-I and II) on permanent basis to carry out the jobs at site as mentioned in tender document. In case of non-availability of deputed work force due to whatsoever reasons, suitable replacement shall be provided.
- (v) Carryout construction supervision activities based on the approved construction drawings.
- (vi) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments (including final bills).
- (vii) Analyze deviations, extra items, time extension etc. of the Contractor(s) and forward the recommendations within specified timelines for approval of GAIL.
- (viii) Coordinate with Contractor(s)/GAIL.
- (ix) Ensure the execution of project with minimum interruption in the operation of the existing plant and product warehouses and storage warehouses including other execution sites.
- (x) The surplus material if any belongs to the EPC contractor and same shall be taken back by the contractor. However mandatory spares if any are defined in the tender document and shall be handed over to GAIL after commissioning of the project. carryout contract management.
- (xi) Submit project execution schedule along with milestones & closely monitor for its timely completion.
- (xii) Prepare monthly/weekly progress status reports.
- (xiii) Carryout QA/QC during construction. Consultant shall use its construction management procedure (CMP) and review all the QA/QC formats submitted by the execution contractor(s) in order to maintain required quality during construction period.
- (xiv) Necessary technical assistance for settlement of extra claims raised by the contractor (s)/vendor (s) and arbitration cases shall be provided by the PMC consultant till a period of 12(Twelve) Months after the completion and commissioning of the project at no extra cost to GAIL.
- (xv) The consultant shall forward vendor(s)/ contractor(s) bills duly certified for payment to GAIL within 7 working days from date of receipt.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- (xvi) In addition to above, PMC shall do all activities to do construction management efficiently and deploy sufficient number of manpower at site in addition to the quantity mentioned at (iv) as per job requirement.
- (xvii) The duties and functions mentioned above are only indicative and not exhaustive. Any other services usually and normally rendered by the consultant for the said work may also be provided as per need of GAIL (INDIA) LTD.

14. PROJECT MANAGEMENT AND CONTROL

a. Project Management

Overall Project management comprising of services for bid preparation, tendering for EPC/LSTK contractor, bid(s) evaluation, construction management, procurement, timely supply of materials, physical inspection of materials at vendor works/site, quality management, control & supervision, assistance in installation/ erection/ commissioning and successful operations up-to achievement of steady state operation including handing over of the entire facilities to the GAIL in coordination with EPC/LSTK Contractor and other concerned agencies.

All coordination and communication for the project will be carried out under the overall guidance and control of PMC project-in-charge. Coordination and communication procedures will be developed by PMC soon after its appointment; in consultation with OWNER:

- i) Establish Communication Procedures in Concurrence with GAIL
- ii) Establish Procedures for various activities to be performed for various WBS elements viz. tendering, bidder evaluation, award, Manufacturing Inspections, delivery, stores management, construction management, etc.
- iii) Define “Scope of Work” for various groups:
- iv) Attend Monthly Project Review Meeting with GAIL Management.
- v) Attend weekly Project Meeting with Project Manager.
- vi) Surveillance on the entire project related activities.
- vii) Monitor progress of the project and submit periodic status reports to GAIL (on daily, weekly & monthly basis)
- viii) Coordination with vendors/ Contractor(s) relating to the procurement of items and execution of the work.
- ix) Provide timely inputs to the contractor for carrying out the construction activities.
- x) Prepares various reports/ draft reply letters as required from time to time for GAIL’s management and for onward submission to government & statutory authorities.
- xi) Provide information on best international practices being followed across the globe as and when the information is desired by GAIL for effective and timely project completion.
- xii) Based on requirement the PMC shall come for meetings with GAIL within the shortest possible time wherein appropriated level of person shall be deployed.
- xiii) Provide technical support for obtaining necessary statutory approval for the project including site visit.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- xiv) Apprise the GAIL's management well in advance in case of any risk for timely completions of the project and within the project cost.
- xv) Design and review of electrical evacuation scheme as per site requirement.

b. Project Monitoring and Control

The PMC shall also provide to GAIL the Project Monitoring Services including the following Scope of Work:

- i) Preparation of detailed project schedule in primavera/ other similar software The schedule should include all activities including list of drawing.
- ii) The Schedule should be provided to GAIL in exported soft copy.
- iii) The baseline L3 project schedule will be furnished to GAIL within 15 days.
- iv) Cash flow plan of the project against the schedule shall also be furnished.
- v) The updated L3 schedule will be made available to GAIL on regular basis.
- vi) Identification of all activities falling on the critical path of the project, critical activities to be defined for each WBS element and a catch –up plan to be submitted for each critical activity.
- vii) Identification of look-up plan for the next month against each WBS.
- viii) Monitoring of EPC/LSTK contractor logistics.
- ix) Prepare and submit daily, weekly, monthly progress reports (soft and hard) and present the progress of the project to management at site/CO as may be required.
- x) The MIS repots for the project shall give:
 - Status,
 - Physical & financial S-curve and progress.
 - percentage progress WBS wise and overall,
 - criticalities,
 - risks along with mitigating actions,
 - payment status, and actual & anticipated cash flow
 - Issues,
 - drawing approval status
 - etc.

c. Policy frameworks & Regulatory Assessment

- i. Study and assessment of National / State / Local policy framework and regulatory aspects and suggest development of grid interactive solar plant under such policy.
- ii. Study and obtain Carbon Credit and Renewable energy certificates (REC's).
- iii. Study and assist GAIL (INDIA) LTD. regarding meeting of the Renewable purchase obligations (RPOs) as per statutory requirements
- iv. Clearances / NOCs / permissions / licenses / registration with nodal agencies / CEA/ DISCOMs and any other assistance in registering with MNRE/Govt. organization for availing accelerated depreciation, VGF and any other sops through EPC contractor.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- v. If viability gap funding (VGF) and other fiscal benefits/ prevailing schemes from MNRE/ any Government organization are available for the current project, the PMC will endeavor to avail these benefits in favour of Gail (India) Ltd. through Solar power developers.
- vi. Assistance in registering with state nodal bodies / any other bodies / authorities for setting up and operating the Grid Interactive Solar Plant through EPC contractor.
- vii. Assistance in obtaining all statutory clearances from various statutory authorities through EPC contractor.
- viii. Checking and certification of invoices/bills submitted by EPC contractor against milestone activities to Owner for payment to Contractor.
- ix. In case actual executed contract value is more than (+/-) 15 % of the awarded cost, PMC will be asked to furnish reasons for the same. If tender committee observes that such variation has taken place due to reasons solely attributable to PMC, such as preparation of SOR without visiting site (s)/ work location (s) etc., recovery will be made from the payment of PMC as follows:

If x: the awarded value of a particular contract

X: the total awarded value of all the contracts in the project

Then R (Recovery for that particular contract) shall be:

$(x / X) * (1\% \text{ of awarded PMC contract value})$

d. Other responsibilities:

- i) Review & approve engineering, design, specifications, drawings etc. developed by EPC/LSTK Contractor, completeness check of the package, co-ordination with EPC/LSTK contractor to ensure that the designs meet desired capacities and parameters, pre-commissioning and commissioning assistance and coordination for successful operation up to steady state operations upto demonstration of CUF after first year of successful operation till handing over of the entire facilities to the owner.
- ii) Supervision and approval of detailed engineering, procurement and construction by the EPC/LSTK Contractor including responsibility for ensuring that the designs meet desired capacities and applicable standards and specifications.
- iii) Carry-out quality assurance of the materials for the project (Free issue material, if any and Contractor bought out items) and construction work at site.
- iv) Assist the OWNER in addressing situations of change in Scope of Work (if any) in time with recommendation for approval.
- v) Overall Project management of project comprising construction management, procurement, timely supply of materials, quality management & supervision, assistance in pre-commissioning and successful operation up to achievement of steady state operation and handing over of the entire facilities to owner in coordination with EPC/LSTK Contractor and other concerned agencies.

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

- vi) Other services such as inspection and expediting at vendor works, Quality Assurance/ control. Certification of invoices submitted by Contractor(s) and suppliers, interpretation of Contract documents, co-ordination for various statutory approvals/ clearances, issue of IRN & dispatch clearance etc.
- vii) As EIC of the project, PMC shall ensure compliance to statutory requirements while execution of the project.
- viii) Assisting owner for project registration, custom clearance of materials etc. if required.
- ix) Providing all required services and assistance for replying to the queries of concerned Government Departments/ statutory bodies and agencies on the progress and /or any other aspect related to the project.
- x) Issuing work completion certificate in consultation with Owner/ its representative for the related works in designated format.
- xi) Hold project reviews meeting with OWNER at predefined periodicity.
- xii) Provide necessary assistance / back up to OWNER in liaison work with all concerned authorities for the implementation of project
- xiii) Provide necessary back up/ technical assistance to OWNER for Coordination with Insurance Agencies etc.
- xiv) Provide necessary assistance to OWNER up to 12 months after commissioning of the project for settlement of disputed claims raised by the Contractor(s) / vendors and arbitration cases etc., if any.
- xv) The PMC shall undertake single point responsibility for managing the project implementation, and shall guarantee the general engineering and workmanship as per specifications.
- xvi) Although EPC/LSTK Contractor will have prime responsibility for providing guarantees for mechanical completion and commissioning within the schedule as a part of the engineering, procurement, constructions and commissioning Contract, OWNER also expects that this being a fast track project, all endeavor shall be made by PMC to ensure the commissioning of the project within the scheduled completion period.
- xvii) PMC's Project control and monitoring system will be based on management of inputs right at micro level. Computerized tracking system will be used to enable PMC's Project personnel to monitor timely availabilities of inputs at every stage from all agencies engaged in Project implementation.
- xviii) PMC shall review and certify the payments/bills raised by EPC/LSTK contractor and other contracts (if any), and recommend to the owner for payment after ensuring completion of the milestone/job.
- xix) Document detailing the information systems strategy for the project shall be developed in conjunction with OWNER and shall include the following:
 - a. The information systems used with the EPC/LSTK contractor with whom electronic data is to be exchanged both during the Contract and on handing over of the facilities.
 - b. The information/ communication systems that OWNER and PMC intend to use during the project with a timetable for their proposed use;

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- c. A program / application for the downloading of electronic information from the EPC/LSTK contractor to both OWNER's information systems and those of the PMC;
- xx) PMC shall critically review and obtain approval from OWNER. For the above Project Implementation Procedure within one month of contract award.
- xxi) PMC shall ensure Contractor(s) carry out their activities in accordance with the project Implementation schedule and safety plan throughout the course of the construction of the project.
- xxii) PMC shall be responsible for safety compliance; all personnel must be fully aware of the potential hazards involved in the work they supervise and safe practices must be followed in their work.
- xxiii) PMC shall carry out HAZAN, Job safety analysis and take corrective actions while project implementation.
- xxiv) PMC shall ensure all pre-requisites for pre-commissioning / commissioning activities.
- xxv) PMC shall form and organize a start-up team with strong technical base to supervise and monitor the commissioning, start-up, performance test and initial operations of the facilities consisting of representative of OWNER, PMC and EPC/LSTK contractor and shall ensure that the EPC/LSTK contractor provides sufficient numbers for skilled labour that are needed for timely and successful completion of job.
- xxvi) PMC shall ensure that the EPC/LSTK contractor provides sufficient manpower, special tools, accessories and spare part as necessary for the commissioning activities.
- xxvii) Submit project completion report highlighting problems encountered and solution provided. Furnish the following information for OWNER to take up preparation of Completion Report of the Project:
- a) Final Project Cost variations from updated project cost estimates and justifications for the same &
- b) Delays in Completion Schedule and reasons for the same.
- xxviii) PMC shall provide necessary details like item-wise project cost break-up which will be used for cost monitoring and control, commissioning certificate and other details to GAIL for purpose of capitalization of project.
- xxix) Study of Complete Electrical System of Petrochemical complex covering following aspects.
- a. Identification of Power injection points for evacuation of energy generated from solar PV in consultation with GAIL.
- b. Incorporation of provisions for prevention of accidental back feeding during power outages/blackouts and other system disturbances.
- c. Study of electrical system to explore integration of future solar projects in Plant premises and submit detailed feasibility report.
- xxx) Supervision, inspection, planning and expediting of the works in order to ensure completion of contracts in conformity with plans, specifications/drawings and approved schedule.
- xxxi) Ensure proper measurement, checking and certification of Supplies and Works.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

xxxii) Submission of Project Completion Report to GAIL (INDIA) LTD. after successful execution of the project at each site.

15. AS-BUILT DRAWINGS

- a) Follow up with vendor(s) and Contractor(s) for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward to GAIL. (3 set in hard copy form and 2 set in soft form.)
- b) All project related documents for future reference and records will be handed over to GAIL as per standard international practice. Submission of final documents shall be under the following heads:
 - i) As built drawings
 - ii) Detail O&M manual
 - iii) Separately highlighting recommendations of the Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
 - iv) Problems faced during the project execution and mitigation measures taken any recommendations for future.

16. DELIVERABLES AND TIME SHEDULE

(i) DELIVERABLES:

It will be responsibility of PMC to ensure completion of work by EPC/LSTK contractor in stipulated time such as stabilization of system, receipt of all statutory compliances, reconciliations, closing of all contracts and closing of dispute with Contractor(s), if any in stipulated time.

(ii) TIME SCHEDULE:

Schedule for project completion is as follows:

- a. Nine (09) months including commissioning and PGTR (Performance guarantee test run) of both phases of solar projects from the date of issuance of FOA/LOA whichever is earlier.
- b. However, if required, time can be extended by further six months to complete the job in all respect without any additional financial implications. Thereafter PRS shall be applicable as per GCC.
- c. PRS shall be applicable as per the GCC for the delay beyond this completion date.
- d. The PMC shall monitor the performance of project for a period of Twelve (12) months for successful demonstration of CUF from the date of commissioning, pursuant to Guarantee Tests and demonstration of PR (performance ratio) including submission of all requisite final documentation, claiming of VGF (Viability gap fund), if any.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

17. EXCLUSIONS FROM CONSULTANT'S SCOPE

The following are specifically excluded from scope, however, all technical assistance will be provided by consultant:

- i) Insurance policies shall be taken either by GAIL or by Vendor / Contractor. (However, technical assistance to GAIL for lodging of insurance claims shall be provided by the PMC).
- ii) Industrial relation functions, implementation of labour laws at work site. However, PMC will provide assistance related to these issues on case-to-case basis during contract period, as and when required.
- iii) Tender / NIT advertisement, tender uploading etc. on GAIL's e-tendering system shall be in GAIL's scope. Tender fee received against sale of tender document form various agencies shall be forwarded to GAIL. However, evaluation of bids and submission of recommendation etc. will be in scope of PMC.
- iv) Release of payments to the EPC/LSTK contractor. However, PMC shall certify the invoices and recommend for payment.
- v) GAIL will arrange for necessary work permits as required during project implementation. Safety procedures being adopted by Fire and Safety department at GAIL Pata are to be followed by PMC and EPC contractor during project execution. GAIL shall provide construction power, construction water and other utilities required during project implementation.
- vi) GAIL will provide space for office setup, power, water and other utilities required for the site office of the PMC, free of charge. For execution of job. However, the computer/ Laptops/ Office utilities are to be arranged by consultant only.
- vii) The bidder has to arrange his own cost for travelling, local conveyance, lodging and boarding etc. at GAIL Pata site during the execution of the contract.
- viii) The bidder shall strictly adhere to the guidelines issued by GAIL's management in wake of Covid-19.
- ix) The bidder and their representatives shall travel by air/taxi and avoid public mode of transport for travelling during execution of project.
- x) The bidder and their representatives must follow the guidelines issued by GAIL's medical department for RT/PCR testing, mandatory quarantine period and social distancing for obtaining gate passes to get entry inside the plant premises.
- xi) All expenses on account of domestic travel for the job including boarding, lodging for site visits, expediting suppliers, inspection etc. to carry out the work as defined in detailed Scope of Work, including expenditures for compliance of COVID-19 guidelines shall be in PMC's scope.
- xii) The Guest House accommodation of GAIL may be provided subject to availability of Guest House on chargeable basis. Local conveyance shall be under the scope of vendor.

TENDER NO.: GAIL/PA20/94617/8000017494/VJ

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**



PART-B

PAYMENT TERMS

&

SPECIAL CONDITIONS OF CONTRACT (SCC)

**SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR
POWER PROJECT AT GAIL PATA**

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Deliverables, SOR and any other document forming part of this contract wherever the contract so requires. 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.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule/Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Fax of Acceptance
 - iii) Price Schedule/Schedule of Rates as enclosures to Letter of Acceptance.
 - iv) Job / Particular Specifications.
 - v) Technical / Material Specifications, if any.
 - vi) Special Conditions of Contract.
 - vii) General Conditions of Contract.
 - viii) Other applicable Standards, if any.
- 1.4 Consultant shall perform the work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the work, enforce discipline and order among its employee and observe the safety and security instructions of Owner while operating at the site. Owner reserves the right to accept or replace the CONSULTANT Project Coordinator, site in charges or any other manpower depending upon the requirements.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA**2. GUIDELINES**

- 2.1. Consultant shall be responsible to collect all data required for the execution of the project.
- 2.2. Consultant to review the information collected and the rationale thereof before using the same in the EPC/LSTK tender and subsequent execution of the project.
- 2.3. Selections of various facilities for the project should be to meet the project needs besides meeting the overall economic criteria.
- 2.4. Metric units shall be followed.
- 2.5. The necessary regulations, exclusion zones etc. shall be adhered as per applicable area classification for hydrocarbon industry. The work permit system shall be adhered to strictly during project execution.
- 2.6. Consultant shall nominate a single point of responsibility that shall be the nodal point for all communication to be sent by GAIL to consultant or vice-versa.
- 2.7. The back-up information created by consultant during various evaluations shall also be submitted to GAIL separately.

3. PAYMENT TERMS'

- 3.1. Payment is proposed against milestones as provided below. This includes weightage of each milestone representing the percentage of the total lump sum contract price including all taxes and duties (as may be applicable on the date of opening of the bids) based on which payments will be made:

S.No	Milestone	% Payment
1	After site survey, preparation of tender, successful evaluation of the bids received and awarding of the tender to the EPC Contract.	20
2	Completion of design validation, approval of drawing and QAP	15
3	Receipt of materials at site (Panels, Inverters, Transformers, MMS etc.)	20
4	On completion of Installation, Testing, Commissioning & hook up with grid of Phase-I and Phase-II of project.	20
5	On successful completion of Performance guarantee test run of 30 days.	15
6	Upon successful demonstration of CUF for first year of operation of Phase-I and II, pursuant to Guarantee Tests and demonstration of PR and submission of all requisite final documentation, including claiming of VGF, if any.	10

NOTE: - THE CONTRACT PERFORMANCE SECURITY SUBMITTED BY PMC SHALL REMAIN VALID BEYOND 3 MONTHS FROM THE DATE OF COMPLETION OF DEMONSTRATION OF CUF FOR THE SUCCESSFUL FIRST YEAR OF OPERATION. HOWEVER, IN CASE OF DELAY BY PMC, THE BG SHALL BE EXTENDED SUITABLY. (Validity of Contract Performance Security=9Months+12Months+3Months=24 Months)

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

- 3.2. Engineer-in-charge (EIC) will make payment within 15 days after receipt of complete invoice subject to verification and certifications. All milestone payment invoices should be supported by documents.
- 3.3. GAIL (India) limited has initiated payments to suppliers, contractor(s) and consultants electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payment through e-Banking / RTGS/NEFT mode.

4. INVOICE AND PAYMENT

- 4.1. All payments against the contract shall be released by GAIL Pata project site. However, invoices should be sent to Engineer-in-charge (EIC) for verification and certification.

The invoices must be addressed to:

Engineer-in-charge (EIC)
GAIL (India) Limited
Pata Petrochemicals Complex
Distt. Auraiya UP
Pin-206244

4.2. Deduction at source:

- i) Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.
- ii) Owner will release the payment to the Consultant after offsetting all dues to the Owner payable by the consultant under the contract.

5. CONFIDENTIAL INFORMATION & SECRECY

5.1. DEFINITION

Confidential Information shall mean all information relating directly or indirectly to the PROJECT which is disclosed to Consultant by or on behalf of GAIL and to GAIL by or on behalf of Consultant.

5.2. DISCLOSURE TO THIRD PARTIES

Consultant and GAIL shall not disclose confidential information to any third party without prior written approval of the other party.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA**5.3. USE OF CONFIDENTIAL INFORMATION**

Either PARTY to this CONTRACT shall use the Confidential Information only for the WORK to be performed for implementing this CONTRACT. Either PARTY will limit disclosure of Confidential Information within its Organization to only those of its employees who need to make use of it for the aforesaid purposes.

6. KEY RESULT AREAS

6.1. It is the prime responsibility of the PMC to complete the project in scheduled time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. The PMC shall be periodically intimated about their performance.

6.2. Key result areas of the performance of the PMC are indicated in the following table.

Sl. No.	Activity	Time Line	Recovery (% of total contract value)
1	Finalization and submission of tender document for selection of EPC/LSTK contractor.	Within 45 days from Award date	1% for each passing week after completion of 45 days from date of FOA.

Note:

1. In the entire above, calendar days are to be considered.
2. In case project is completed within the contractual completion schedule or in case final time extension is granted without PRS / without any financial implication to either side, retention made against KRA (excluding recoveries towards non-deployment of Project Manager & construction manager), if any, shall be released.

A consultant will be put on holiday for a period of five years in case the consultant indulges in malpractices, corrupt or fraudulent practices.

7. ORGANISATIONAL SET-UP

The PMC at least shall have professional organizational set-up preferably comprising sufficient qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists at each level(s) to ensure quality at all stages and aspects as per requirement of codes, standards, specifications and best international practices for timely & expeditious completion of the project.

Bidder shall submit hierarchy of organization clearly mentioning the number of persons at each level.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

8. HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS

It is GAIL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non-compliance.

The specific requirement includes the following:

a. Project Safety Review

A formal project safety review is to be carried out by GAIL and integrated across the various contracts. The GAILs review team will require data, input from key personnel from other Contractor(s) and access to all locations being used by Contractor(s), sub-Contractor(s) and suppliers. PMC shall make all necessary arrangements for such reviews as required by GAIL and shall ensure that Contractor(s) make available such data, personnel and locations as required. PMC shall ensure that all recommendations and findings from safety reviews are implemented by Contractor(s) in a timely manner.

b. Health, Site Safety and Security

PMC shall be responsible, on behalf of GAIL for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by Contractor(s), sub-Contractor(s) and other personnel working at site. PMCs shall compile the safety requirement on Contractor(s).

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from Contractor(s), sub-Contractor(s) or PMC, GAIL or third parties and/or damage or destruction to Contractor's or GAILs property, equipment and materials. The requirements shall be intended to supplement any Governing Authority of India, state, municipal, local or other regulations applicable at the site which PMC shall be obliged to enforce on behalf of GAIL. PMC shall agree with GAIL's representative at site any variations between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

c. Site Safety cell

PMC is to appoint a safety - officer whose responsibility is to monitor all safety activities on the job and report his findings to PMC. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the Contractor(s) responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

of the Contractor(s) and sub-Contractor(s). Each location shall require enforcement of approved safety rules and procedures by Contractor(s) and sub-Contractor(s).

d. Site Safety Planning

Prior to start of site work, PMC shall plan job safety requirement in conjunction with EPC Contractor(s) giving due consideration to:

- (i) GAILs / PMC's Safety requirement;
- (ii) Location of job site(s).
- (iii) Type, background and quality of labor resources and anticipated training programme.
- (iv) Nature of construction work, types of hazards anticipated and hazard prevention methods.
- (v) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system;
- (vi) Construction equipment and materials to be used;
- (vii) Minimizing the number of Contractor(s) / sub-Contractor(s) working in any area at the same time;
- (viii) Personal protective clothing and equipment requirements must be established, and orders placed for timely delivery to job site of such equipment. PMC will ensure that Contractor(s) execute obligations in this area.

e. Safety Activities

PMC shall ensure that Contractor(s) / sub-Contractor(s) carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees.

Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging & providing such and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully knowledgeable of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

f. Accident Investigation and Reporting

Any accident or incident resulting in a lost time injury, death, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented promptly after the incident including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given, within the site, to ensure further incidents do not occur. This investigation and report shall not preclude any similar investigations and reports required by governmental regulation, but may be handled concurrently with them.

SUBJECT: HIRING OF PMC SERVICES FOR SETTING UP 2.64MW_p ROOF TOP SOLAR POWER PROJECT AT GAIL PATA

PMC shall maintain safety performance and accident statistics records for the whole site in conformance to an agreed international standard or system to be approved by GAIL. Updated safety performance and accident statistics shall be included in PMC's every monthly report.

g. Health Program:

The PMC is to appoint an occupational health manager with appropriate staff whose responsibility will be to monitor all occupational health activities on the work site and his findings to the PMC. This role could be coupled with that of the safety manager. The occupational health manager will be responsible for:

- ❖ Formation of health monitoring mechanism;
- ❖ Preparation and submission to GAIL of a health program covering COVID-19 guidelines issued by GAIL's management.;
- ❖ COVID-19- Testing (RT/PCR or other as prescribed GAIL's medical department)
- ❖ Social distancing, Wearing of mask and face shield;
- ❖ Promotion of health education at the work site and analysis;
- ❖ Investigation and reporting of hazards and incidents on the site.

Additionally, the occupational health manager shall make periodic inspections of the Site, with specific reference to

- ❖ layout of temporary and permanent installations;
- ❖ provision of adequate medical personnel, facilities, equipment and supplies;
- ❖ implementation of measures for dealing with injuries/ illness.

Bidder shall provide details of its compliance with the Project health, safety and environmental requirements included with this Tender Documents. This commitment shall be supported by HSE statements and manuals / procedures for Bidder and all major sub-Contractor(s).



SECTION VII

SCHEDULE OF

RATES/PRICE SCHEDULE

**[Note: Price schedule in MS Excel to be
downloaded from e-tender portal under
“Step 3: See Notes and Attachments →
Attachments/SOR”]**