



DOMESTIC COMPETITIVE BIDDING

**FOR SUPPLY & INSTALLATION OF 24 V DC SOLAR
POWER SUPPLY FOR ONLINE WATER DEW POINT
ANALYSER AT GAIL, CAUVERY BASIN**

E-Tender No. 8000017561

**(TENDER NO:
GAIL/KKL/92738/2020001/KSK/8000017561)**

PRE-BID MEETING : 01st DECEMBER 2020 at 1100 Hrs. (IST)

**DUE DATE & TIME FOR ONLINE
BID SUBMISSION (ONLY THROUGH E-TENDERING MODE): 11th DECEMBER 2020 at 1400 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING: 11th DECEMBER 2020 at 1500 Hrs. (IST)

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Website: www.gailonline.com

"INVITATION FOR BID (IFB)"

Ref No: GAIL/KKL/92738/8000017561/KSK

Date: 19.11.2020

To,
[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF 24 V DC SOLAR POWER SUPPLY FOR ONLINE WATER DEW POINT ANALYSER AT GAIL, CAUVERY BASIN

Dear Sir/Madam,

1.0 GAIL (India) Limited, the largest state-owned natural gas processing and distribution company having Registered Office at ‘GAIL Bhawan’, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi, India (CIN L40200DL1984GOI018976) and the youngest Maharatna, invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

A.	SCOPE OF SUPPLY/ PROCUREMENT	SUPPLY & INSTALLATION OF 24 V DC SOLAR POWER SUPPLY FOR ONLINE WATER DEW POINT ANALYSER AT GAIL, CAUVERY BASIN
B.	TENDER NO. & DATE	GAIL/KKL/92738/8000017561/KSK [E-Tender Bid Invitation No.- 8000017561]
C.	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
D.	CONTRACTUAL DELIVERY DATE	Refer Clause No.8 of SCC & SCOPE OF WORK
E.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Not Applicable
F.	BID DUE DATE AND TIME	11.12.2020 (14:00 HRS) at GAIL, Karaikal
G.	DATE, & TIME OF UN-PRICED BID OPENING	11.12.2020 (15:00 HRS) at GAIL, Karaikal
H.	DATE, TIME & VENUE OF PRE-BID MEETING	01.12.2020 (11:00 HRS) at GAIL, Karaikal Venue: GAIL(India)Limited 1st & 2nd Floor, AHM Complex, No.164 Kamarajar Salai, Opp. To Unicon Plaza City: Karaikal ZIP Code: 609602



I.	CONTACT DETAILS	Mr. K S Kumaresan, Officer (C&P), e-mail: kumaresan@gail.co.in Alternate Contact Person: Mr. T.Shivadhandayuthabani, Manager (C&P), e-mail: tshiva@gail.co.in Ph 04368-220914 Ext. 1380
J.	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 19.11.2020 (1700Hrs, IST) to 11.12.2020 (1400Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in <i>[in case of e-Tendering]</i> (iv) Government E-Market (Gem) Portal PMC, if any:

In case 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. 5 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
- i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) ~~Integrity Pact~~
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address/Tender Box specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (J) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 In case of E-Tender, bid must be submitted only on <https://etender.gail.co.in>. 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. 1 of ITB.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 11.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.0 **DETAILS OF COURIER :**
GAIL, Karaikal is situated in the Union Territory of Puducherry, India. As per best of GAIL’s knowledge, the following courier companies are having their offices in vicinity of Karaikal in addition to Indian Postal department:

M/s The Professional Couriers: No. 59/74, Kailasanathar Koil, Karaikal, Puducherry 609602	M/s Blue Dart DHL. No: 15, Nagore Main Road, Opp to Rto Office, Karaikal, Puducherry 609602
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NOTE: 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.

Document(s)/Bid(s) received after stipulated last date and time, due to any reasons whatsoever, including postal delays, will not be considered.

This is not an Order.

For & on behalf of GAIL (India) Limited

Kumaresan K S
Sr. officer(C&P)
E-mail ID: kumaresan@gail.co.in

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

2.2.1 BEC – NOT APPLICABLE

2.2.2 EVALUATION METHODOLOGY:

[[1] Methodology for Evaluation and Award shall be on overall lowest evaluated price (L-1) basis. Evaluation shall be as below:

[2]The evaluated price of bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above). Input tax credit applicable.
- iv) Charges for incidental services like Erection, Installation & Commissioning etc. and GST (CGST & SGST/UTGST or IGST) on these services

Notes:

- (i) **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- (ii) **In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue).**
- (iii) **In case any cess on GST is applicable, same shall also be considered in evaluation.**



CUT-OUT SLIPS

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date& Time :

From:

To:

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

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



- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 Power of Attorney:
- Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium). The Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

3 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 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 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.
- (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 un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 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 under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the 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 it's 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 Contactor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

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

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

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

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

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

13.5 Where 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, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GAIL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR. Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not 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 The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GAIL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.
- 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 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 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.

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 – Not Applicable

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 an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for 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 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 date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB 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 requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present 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:-
- Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - Has been properly signed;
 - Is accompanied by the required 'Earnest Money / Bid Security';
 - Is substantially responsive to the requirements of the Bidding Documents; and
 - 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:-
- "Deviation" is departure from the requirement specified in the tender documents.
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - 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:
- 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.
 - 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.
 - 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 - Not Applicable

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. T.Shivadhandayuthabani

Tel: 7351238882.

Email: tshiva@gmail.com

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the 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 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) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified



by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

- 40.4 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:

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

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

- 40.8 Following documents are to be submitted by MSEs:

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



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

- (ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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 : Not Applicable

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 after fulfilment of above requirement.

44.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES



In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

45.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers 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.

46 **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

47 **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.

48. **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.”



49. **PROVISIONS FOR STARTPUS (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.

50. **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 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.

51. GAIL'S BANK DETAILS – Not Applicable

52.0 EMD/ PBG / SD forfeiture for non- performance, Recovery for carrying out work under “Risk and Cost” clause of contract from vendor, Recovery for Defects in supplies.

“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.”

53.0 Automation of TDS Certificate Dispatch

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

54.0 Regarding Reconciliation between GSTR 2A and Input Tax Credit

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

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

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



55.0 DISPUTE RESOLUTION MECHANISM

1. 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. ARBITRATION

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

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

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



to Sole Arbitrator shall be governed by the fee Schedule of “Delhi International Arbitration Centre’.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 **List of Excepted matters:**
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.



3. GOVERNING LAW AND JURISDICTION:

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

4. 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 its administrative Ministry/Department, whose decision will be final and binding on all concerned.

56.0 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.

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://qailebank.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 (for contracts)/ Dealing C&P Executive (for Purchase Orders).*



- (ii) *In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-“Samadhan”. 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.*

57.0 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.



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.



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]

Date: Name:

Designation:

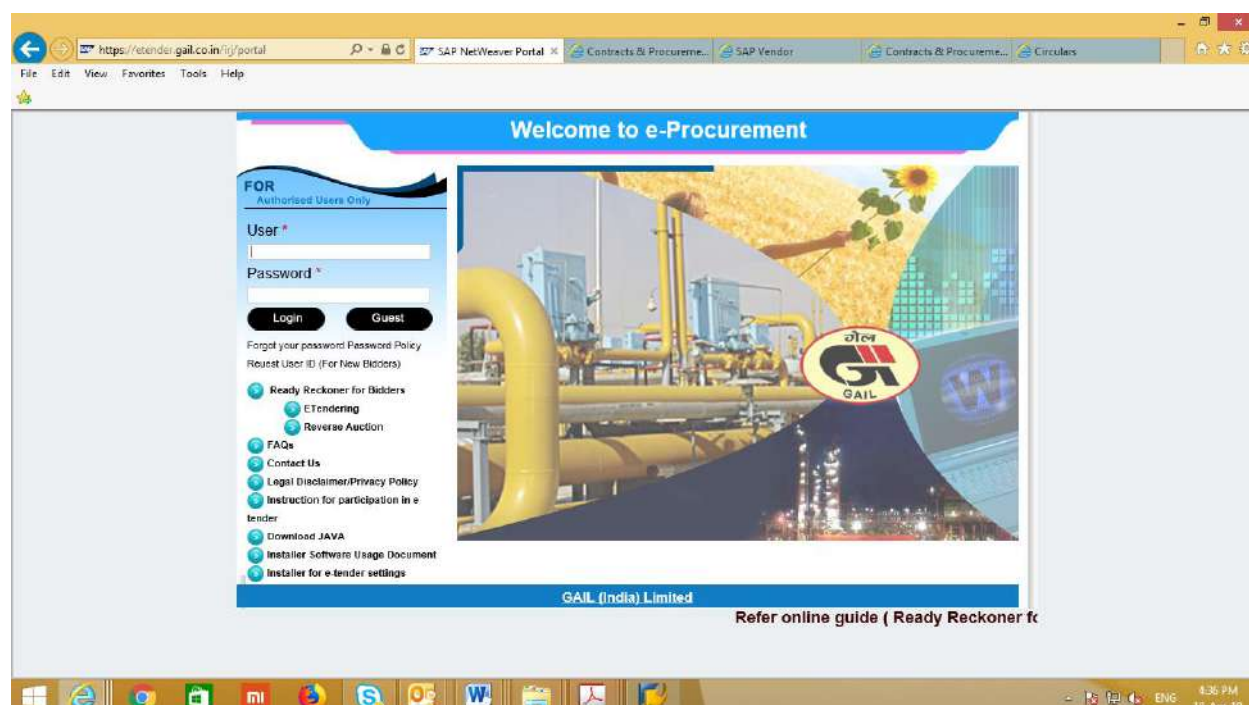
Bidder Name:

Seal:

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 download 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 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.



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

Sl.No.	Description
A. GENERAL	
1.1	The Purchaser is: GAIL (India) Limited The consignee details and Delivery Location for the goods are as under:- GAIL(India)Limited, 1st & 2nd Floor, AHM Complex, No.164 Kamarajar Salai, Opp. To Unicon Plaza City: Karaikal ZIP Code: 609602 E-Mail: kumaresan@gail.co.in
1.2	The Invitation for Bid/ Tender is for Supply & Installation of 24 V DC Solar Power Supply for Online Water Dew Point Analyser at GAIL, Cauvery Basin
1.3	Delivery basis shall be on FOT, Site basis. Refer SCC for Delivery location.
1.4	Transit Insurance shall be arranged by :- GAIL In case, transit insurance to be arranged by GAIL, the details of Transit Insurance Policy will be provided at the time of award.
B. TENDER DOCUMENT	
1.5	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. Kumaresan KS GAIL(India)Limited, 1st & 2nd Floor, AHM Complex, No.164 Kamarajar Salai, Opp. To Unicon Plaza City: Karaikal ZIP Code: 609602 E-Mail: kumaresan@gail.co.in
C. PREPARATION OF BID	
1.6	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers):



	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:</p> <p>Whether GAIL will be able to avail input tax credit in the instant tender : ITC applicable.</p>										
	<p>Details of Buyer:</p> <table border="1"><tr><td>Consignee</td><td>GAIL (India) Limited, Karaikal</td></tr><tr><td>Delivery address</td><td>Delivery location as per SCC</td></tr><tr><td>PAN No.</td><td>AAACG1209J</td></tr><tr><td>GST no.</td><td>Karaikal: 34AAACG1209J1Z1 Tamil Nadu: 33AAACG1209J1Z3</td></tr><tr><td>GAIL Bank details</td><td>SBI – Main Branch, Rue saffran Steet, Pondicherry, A/c. No.00000032817368141, IFSC :SBIN0000900</td></tr></table>	Consignee	GAIL (India) Limited, Karaikal	Delivery address	Delivery location as per SCC	PAN No.	AAACG1209J	GST no.	Karaikal: 34AAACG1209J1Z1 Tamil Nadu: 33AAACG1209J1Z3	GAIL Bank details	SBI – Main Branch, Rue saffran Steet, Pondicherry, A/c. No.00000032817368141, IFSC :SBIN0000900
Consignee	GAIL (India) Limited, Karaikal										
Delivery address	Delivery location as per SCC										
PAN No.	AAACG1209J										
GST no.	Karaikal: 34AAACG1209J1Z1 Tamil Nadu: 33AAACG1209J1Z3										
GAIL Bank details	SBI – Main Branch, Rue saffran Steet, Pondicherry, A/c. No.00000032817368141, IFSC :SBIN0000900										
1.7	The bid validity period shall be 3 months from final 'Bid Due Date'.										
D. SUBMISSION											
1.10	<p>For <u>bid submission purposes (Manual Bid/ Physical document in case of e-tendering)</u> only, the Owner's address is :</p> <p>Attention: Mr. Kumaresan KS GAIL(India)Limited, 1st & 2nd Floor, AHM Complex, No.164 Kamarajar Salai, Opp. To Unicon Plaza City: Karaikal ZIP Code: 609602</p>										
1.11	<p>The bid opening (Unpriced/ Priced) shall take place at: GAIL(India)Limited, 1st & 2nd Floor, AHM Complex, No.164 Kamarajar Salai, Opp. To Unicon Plaza City: Karaikal ZIP Code: 609602</p>										
E. OPENING OF BIDS											
1.12	Whether the item falls under DMEP: No										
F. AWARD OF CONTRACT											
1.13	<p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Mr. Kumaresan KS, Sr.Officer (C&P) E-Mail: kumaresan@gail.co.in</p>										
1.14	Contract Performance Security (CPS)/ Security Deposit : Not Applicable										
1.15	Whether tendered item is non-split able or not-divisible : Non Split able										
1.16	Applicability of provisions relating to Startups: Applicable										
1.17	Whether part shipment is allowed: Applicable										
1.18	Quarterly Closure of Contract : Not Applicable										



LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / 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	BIDDER'S QUERIES FOR PRE BID MEETING
F-10	E-BANKING MANDATE FORM
F-11	FREQUENTLY ASKED QUESTIONS (FAQs)



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO:

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
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).	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
10	Website	



11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	[If yes, please furnish details]
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Registration Certificate]
15	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
16	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
17	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)</i>
17a	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	

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



F-2

LETTER OF AUTHORITY

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

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

Date:

SUB:
TENDER NO:

Dear Sir,

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

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

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
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.

**AGREED TERMS & CONDITIONS**

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, and address	Bidder's name : Address:
2.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Bidder confirms that quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Bidder confirms that firm freight charges upto site are quoted in Price Schedule.	
5	Bidder specify the Dispatch Point as:	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Bidder confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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.	
9.	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	



10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).					
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.					
12.	Bidder confirms that their offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.					
13.	Bidder furnishes EMD/Bid Security details as under : a) EMD/ Bid Security No. & date b) Value c) Validity					
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).					
15.	Bidder confirms they have read and understood the General Conditions of Contract- Goods (dealing officer to mention relevant applicable GCC) available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and bidder shall abide by provisions of relevant GCC.					
16.	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.	<table border="1"> <tr> <td>Confirmed</td> <td></td> </tr> <tr> <td>Not confirmed</td> <td></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
17.	Bidder confirms that all correspondence must be in ENGLISH language only.					
18.	Bidder confirms that purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.					
19.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.					
20.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB					



21	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
21.1	Whether in the instant tender items 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:.....%
22.	Harmonized System Nomenclature (HSN):	
23	Bidder confirms that any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them.	
24	Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
25	Bidder confirms that any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to their account	
26	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
27	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by TPI as be Technical Specification of tender. However, cost for TPI shall be borne by bidder.	
28	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	



29	<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>"Bidder agrees and acknowledges 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. Bidder expressly agrees, acknowledges and understands 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, Bidder hereby expressly waives, releases and foregoes 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>	
30	<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 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>	
31	<p>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.</p>	
32	<p>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.</p>	



33.	<p>Import Content: If bidder's offer is based on certain imported raw materials required for equipment / materials offered, bidder specify the following:</p> <p>(a) Bidder confirms that quoted prices are based on Merit rate of customs duty, applicable Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, in such case, bidder indicates Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Bidder indicates Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Bidder indicates brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order).</p> <p>(e) Bidder indicates classification with tariff no. under which Vendor intends to import.</p> <p>(f) Bidder confirms that prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Bidder confirms that quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the Bidder. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	<p>.....</p> <p>.....</p>
34.	Confirm 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.	



35	<p>Bidder certify 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.</p> <p>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.</p>	
36	<ul style="list-style-type: none">• Whether bidder is liable to raise E-Invoice as per GST Act• If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
37	<ul style="list-style-type: none">▪ Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax.▪ If yes, bidder as a seller will raise proper tax invoice on sale of goods to GAIL showing TCS component.▪ Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from GAIL and issue of TCS certificate to GAIL timely.▪ If GAIL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then GAIL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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 :

Fax 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 :



F-9

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GAIL (INDIA) LIMITED
Sub :
Tender No :

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-10

E-Banking Mandate Form

**(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED
IN GAIL)**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



F-11
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?	Not Applicable
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.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



SECTION-IV

GENERAL CONDITIONS OF CONTRACT-GOODS

General Conditions of Contract- Goods is available on GAIL's Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>)

The screenshot shows the GAIL Tenders website interface. The header includes the GAIL logo and the slogan "Think Digital, Be Digital". The main content area features a table with links to various General Conditions of Contract (GCC) documents. The table is as follows:

I	General Conditions of Contract-Works (GCC-Works)- English version
II	General Conditions of Contract-Works (GCC-Works)- Hindi version
III	General Conditions of Contract-Goods (GCC-Goods)- English version
IV	General Conditions of Contract-Goods (GCC-Goods)- Hindi version
V	General Conditions of Contract-Consultancy (GCC-Consultancy)- English version
VI	General Conditions of Contract-Consultancy (GCC-Consultancy)- Hindi version
VII	General Conditions of Contract-Services (GCC-Services)- Hindi version
VIII	General Conditions of Contract-Services (GCC-Services)- English version

Below the table, there are navigation links for "General Conditions of Contracts (GCCs)", "Corporate Website", "Corporate Intranet", and "Corporate Email". At the bottom, there are links for "PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/ CONTRACTORS/ CONSULTANTS" and "PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES". The footer includes "GAIL (India) Limited".



SECTION-V&VI

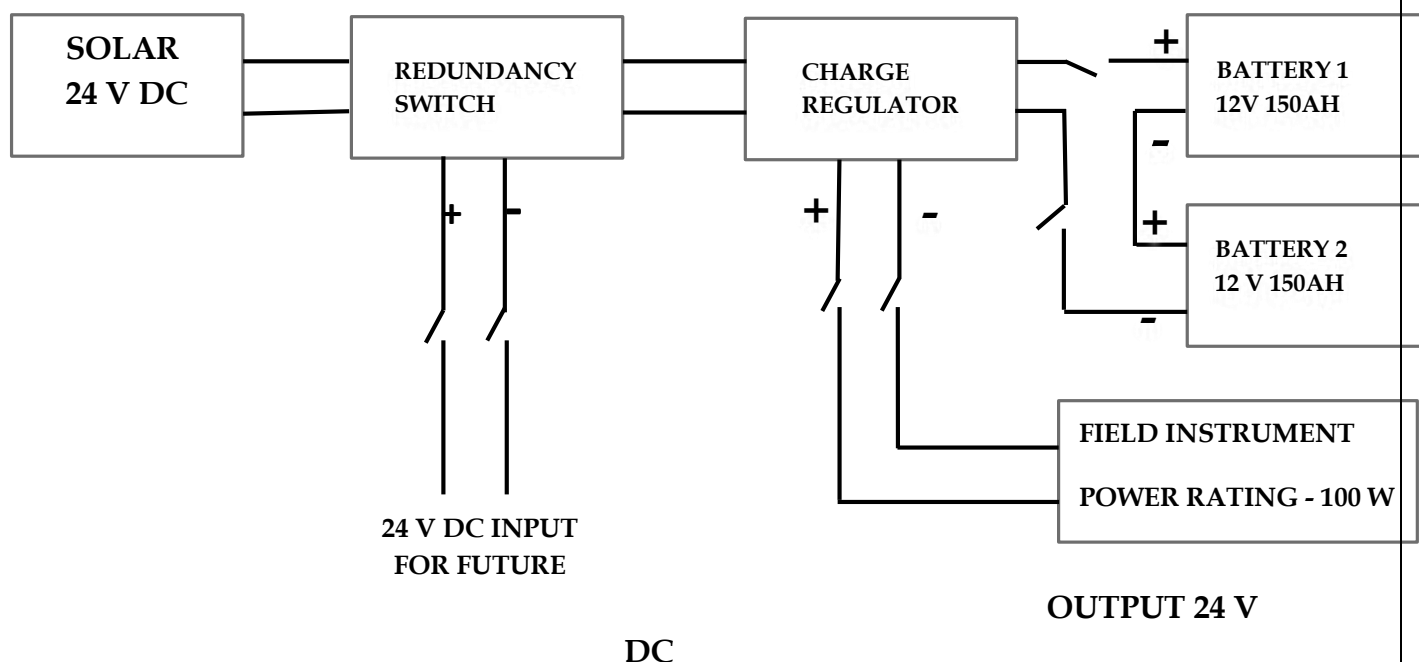
Special Condition of Contract , **Scope of Work & Technical** **Specification**

(SCOPE OF WORK, SPECIFICATION & SCC FOR 24 V DC SOLAR POWER SUPPLY)

SPECIFICATIONS & GENERAL REQUIREMENT OF SOLAR POWER SUPPLY:

1 KW off Grid/ 24 V DC output, Earthing Kit, Gel type lead acid solar battery (12 V, 2Nos. Cables, Accessories and Installation).

Schematic Diagram of Solar Power supply is attached:



- The solar charge controller shall be designed in such a way that, when solar power is available, the power requirement of O/P (24V DC) shall be catered through solar panel.
- Solar/charge controller panel shall be capable to supply power to both battery bank & Load.

SCOPE OF WORK:

1.0: General Requirement

1. Supply, installation, Testing & commissioning of Solar power supply 1Kw rating with Solar Panel, Battery bank
2. Vendor to carry out a site visit for the verification of required details and assessment of installation methods. It is also required to check the spacing for electrical connections, and monitoring equipment's.
3. Any other related civil, mechanical, electrical, fabrication and carpentry works shall be done by the vendor.
4. Dedicated lightening arrester or protection system that will be eventually protecting the complete PV system as per the manufacturer's recommendation. The functionality and the performance standard are sole responsibility of the vendor.
5. Vendor should also include the panel placement drawing together with the detailed technical brochures and description of their particular system. Placement of the panel, equipment and the accessories is a part of vendor's responsibility.
6. The DC distribution box shall be of IP66 rating.
7. The junction boxes shall have suitable cable entry points with double compression cable glands of appropriate sizes for both incoming and outgoing cables. Supply of required double metallic compression cable gland shall in in the scope of vendor.
8. Suitable markings should be provided on the bus bar for easy identification, and cable ferrules shall be fitted at the cable termination points for identification
9. PV modules to be used in a highly corrosive atmosphere (coastal areas, etc.) must qualify Salt Mist Corrosion Testing as per IEC 61701 / BIS 61701.
10. PV modules to be used in a sandy environment must qualify the IEC 600068-2-68 standards.
11. Concrete foundation for holding the PV model, in position, to be made after giving due consideration to maximum wind speed and maintenance requirement at site in future.
12. The PV modules must be tested and approved by one of the IEC authorized test centers. In addition, a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre MNRE will also be valid.
13. Each PV module must use a RF identification tag (RFID). The following information must be mentioned in the RFID used on each module. This must be



laminated inside the panel and it must be able to withstand harsh environmental conditions.

- Name of the manufacturer of PV Module
- Name of the Manufacturer of Solar cells
- Month and year of the manufacture for solar cells and module individually
- Country of origin for solar cells and module individually
- I-V curve for the module
- Peak Wattage, I_m , V_m and FF for the module
- Unique Serial No and Model No of the module
- Date and year of obtaining IEC PV module qualification certificate
- Name of the test lab issuing IEC certificate
- Other relevant information on traceability of solar cells and module as per ISO 9000 series.
- Vendor should refer & confirm the Technical Specification sheet **Annexure-1** attached with the tender.

2.0: BATTERY SYSTEM:

1. The Battery supplied along with 1KW Solar power system shall be of Gel type lead acid battery suitable for solar application, (i.e. the battery should be designed for high charge & discharge cycle as compared to normal application battery). Total battery bank nominal output voltage shall be 24V DC.
2. The nominal cell voltage of the battery shall be 12V, 150AH capacity, 2 Nos.
3. All inter cell connecting cable with copper lugs/ copper strip should be provided
4. Vendor should supply the battery in fully charged condition. Accordingly necessary protection must be taken by vendor while transporting the battery.

3.0: Enclosure for Battery:

1. General Requirements IP 66 as per IEC 529
2. The Enclosure to be certified for usage in, Class-1, Division - 1 & Group - IIA & IIB area.
3. All wires/ cables must be terminated through copper cable lugs.
4. Input & output termination can be made through with double compression cable glands of appropriate sizes.
5. Copper bus bars/ terminal blocks housed in the junction box with suitable termination threads Conforming to IP66 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry.

4.0: Solar Panel:



1. PV modules to be used in a highly corrosive atmosphere (coastal areas, etc.) must qualify Salt Mist Corrosion Testing as per IEC 61701 / BIS 61701.
2. PV modules to be used in a sandy environment must qualify the IEC 600068-2-68 standards.
3. Concrete foundation for holding the PV model, in position, to be made after giving due consideration to maximum wind speed and maintenance requirement at site in future.
4. Sunlight and weather resistant materials shall be used for all outdoor equipments.
5. Materials should be designed to withstand the temperatures to which they are exposed.
6. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.
7. Equipments should be installed according to manufacturer's specifications, using installation requirements and Procedures from the manufacturers.
8. Properly grounding arrangement should be done for solar power system to reduce the threat of shock hazards and induced surges.
9. Vendor should ensure the design meets local utility interconnection requirements.
10. The solar panel should be pole mounted and pole height should be 3 - 3.5m from the ground level.
11. The designs should for withstanding wind velocity of minimum 150 km / hour. The design must be certified by a recognized Lab/ Institution/certified engineers in this regard and submit wind loading calculation sheet to users. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
12. Panel tilt angle North - south orientation with a fixed tilt angle of 27-30 degrees (depending on location), south facing. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

5.0 : EARTHING SYSTEM:

1. Grounding as per IS 3043: 1986
2. Vendor should design and install the suitable Earthing system for solar panel.
3. All metal casing/shielding of the system should be thoroughly grounded in accordance with Indian electricity Act. /IE Rules.
4. Cable lugs and end -ferrules for all cable conductor and wire terminations shall be crimped with crimping pliers and end-ferrule pliers
5. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years
6. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the system to be provided by the bidder. Any change in cabling sizes if desired by the



bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

6.0 : INSTALLATION & COMMISSIONING:

Testing and commissioning of SPV system complete with charge controller, batteries, PV modules and associated PCC works and other accessories as specified above shall be carried out by bidder under on site supervision of qualified system OEM's representative. Pole for installing the solar panel should have minimum 4 m length. PCC foundation concrete mixture ratio to be 1:3:6 (cement: sand: gravel). It shall also include water curing for at least 10 days. It includes supply of all material and labour. Dimension is attached as per the **Annexure-I**. It shall also include water curing for at least 10 days. It includes supply of all material and labour.

It shall be the responsibility of bidder to arrange for the visit of OEM representative for supervision installation, testing and commissioning activities at site. All the necessary arrangement for installation, testing and commissioning of system including specialized tools and tackles, suitable power source, manpower, transport, boarding and lodging of manpower will be in vendor's scope. The vendor may arrange visit of his technical team to inspect the space available at site.

7.0 : TEST CERTIFICATES

To be submitted along with the supply of the Solar power system for acceptance of the materials.

8.0: SPECIAL CONDITIONS OF THE CONTRACT:

- I. **Duration of Contract:** Vendor should complete the Supply, installation, testing & commissioning of the job within 3 months from the date of placement of LOA.



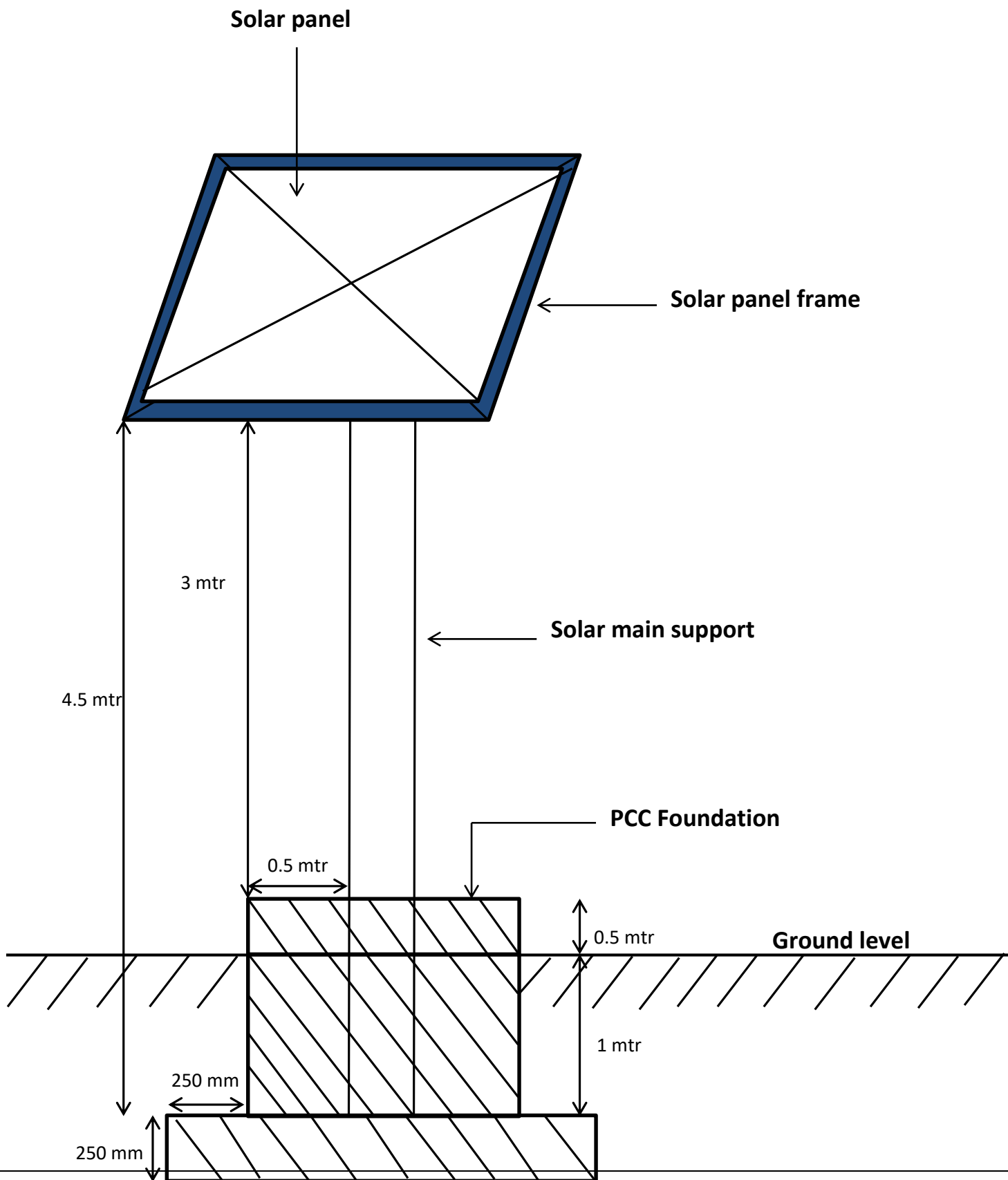
- II. **Payment terms:** 100% payment shall be released after supply, installation, testing & commissioning of entire solar power system at site.
- III. **Warranty:**
For Solar Modules: Minimum 10 Yrs warranty from the date of installation at site against any manufacturing defect.
Battery: Minimum 5 Yrs warranty from the date of installation at site against any manufacturing defect.
- IV. **Defect Liability Period:** Defect Liability period shall be valid for 2Years from the date of commissioning of the entire solar power system at site.
- V. **Documentation**
The vendor shall supply the following documentation:
a) System description with working principles.
b) System single line diagram.
c) Solar PV array lay-out.
d) Routing diagram of cables and wires.
e) Data sheets and user manuals of the solar PV panels, Charge controller and Battery.
f) A system operation and maintenance manual.
g) Name, address, mobile number and email address of the service centre to be contacted in case of failure or complaint.
h) Warranty cards.
- VI. **Address for Delivery, Installation & Commissioning**

**1. GAIL INDIA LTD
ONGC GCS
24, 12/24, SH 64,
KUTHALAM TALUK
MAYILADUTHURAI
NAGAPATTINAM
TAMIL NADU - 609801**

**2. GAIL INDIA LTD
HOEC TERMINAL
PILLAIPERUMALNALLUR
THARANGAMBADI TALUK
NAGAPATTINAM DIST
MAYILADUTHURAI
NAGAPATTINAM
TAMIL NADU - 609311**

ANNEXURE-I

SOLAR PANEL FOUNDATION MEASUREMENT





SECTION –VI

DRAFT SCHEDULE OF RATE (SOR)

DRAFT SCHEDULE OF RATE (SOR) - ETENDER NO.8000017561
SUPPLY & INSTALLATION OF 24 V DC SOLAR POWER SUPPLY FOR ONLINE WATER DEW POINT ANALYSER AT GAIL,
CAUVERY BASIN

S. L	HSN Code	Material code	Description	UOM	Qty.	Unit Price including P&F, but excl. of Taxes (Rs.)	Freight (excluding GST)	GST		Per Unit including GST, P&F, Freight and all	Total Amount
								GST in % age	GST in amount		
1	2	3	4	5	6	7	8	9	10 = (7+8)*9	11 = (7+8+10)	12
1		7116011211	1 KW off Grid/ 24 V DC output, Earthing Kit, Gel type lead acid solar battery (12 V, 2Nos. Cables, Accessories and Installation). For deatiled Technhical spectication please refer scope of work and SCC of the Tender	Nos.	2				0.00	0.00	0.00

NOTE :

- 1) In case of discrepancy between unit price and the total price, the unit price shall prevail.
- 2) Basis of award of order shall be the Lowest Site Rate calculated on itemwise basis.
- 3) Bidders to note that the rate of Taxes, P&F, Freight indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of GST (IGST/CGST/SGST).



4) Location of Delivery :
As per SCC

5) Vendor has to fill the **rate per unit with P&F, freight excl. GST & GST in percentage in Yellow colour** in above column.

6) All other charges which are not appearing above and become applicable during execution of this PO, same shall be considered included.

Name of authorized person submitting the tender on behalf of the Bidder (s):	
Designation of authorized person:	
Name of firm / Contractor:	