



GAIL (INDIA) LIMITED
(A Government of India Undertaking)
(A Maharatna Company)
P.O. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA (M.P) 473 112

TENDER NO. GAIL/VH/19/P130/GT/YS

[E-TENDER NO. 8000016354]

[OPEN DOMESTIC COMPETITIVE BID]

FOR

**"DESIGN , ENGINEERING, SUPPLY ,
INSTALLATION AND COMMISSIONING OF
CCTV SYSTEMS FOR COLONY AT GAIL
VIJAIPUR AGAINST SMART CITY
PROJECT"**

SECTION-I

INVITATION FOR BID **(IFB)**

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: GAIL/VH/19/P130/GT/YS

Date: 03.03.2020

To,

PROSPECTIVE BIDDERS

**SUB: TENDER DOCUMENT FOR " DESIGN, ENGINEERING, SUPPLY ,
INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR
COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT ".**

Dear Sir/Madam,

**1.0 GAIL (India) Limited [having registered office at 16, Bhikaji Cama Place,
New Delhi 110066 CIN No. L40200DL1984GOI018976], the largest state-
owned natural gas processing and distribution company and the youngest
Maharatna, invites bids from bidders for the subject job/works, in complete
accordance with the following details and enclosed Tender Documents.**

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT					
(B)	TENDER NO. & DATE	GAIL/VH/19/P130/GT/YS [E-Tender No. 8000016354], Dated : 03.03.2020					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>X</td></tr><tr><td>TWO BID SYSTEM</td><td>✓</td></tr></table>		SINGLE BID SYSTEM	X	TWO BID SYSTEM	✓
SINGLE BID SYSTEM	X						
TWO BID SYSTEM	✓						

**TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING,
SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL
VIJAIPUR AGAINST SMART CITY PROJECT**



(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td><div><div></div></div></td></tr><tr><td>MANUAL</td><td><div><div>X</div></div></td></tr></table>	E-TENDER	<div><div></div></div>	MANUAL	<div><div>X</div></div>
E-TENDER	<div><div></div></div>					
MANUAL	<div><div>X</div></div>					
(E)	COMPLETION SCHEDULE	E-Tender [No. 8000016354] a) Lump sum Turnkey projects: 08 Months b) AMC of 36 Months beyond performance guarantee of 2 Years. C)FMS of 24 months immediately after the date of Final Acceptance (ie along with the start of Warranty period)				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	INR 5,51,100/- (Refer clause no.16 of ITB)				
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 03.03.2020 (1300 Hrs, IST) to 02.04.2020 (1400 Hrs, 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				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 20.03.2020 Time: 1500 Hrs. Venue : GAIL, Vijaipur				
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 02.04.2020 Time : 1400 Hrs.				
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 02.04.2020 Time : 1500 Hrs.				
(K)	CONTACT DETAILS	Name : YOGENDRA SINGH Designation: Chief Manager (C&P) Cell : +91 9466140152 e-mail : ys04545@gail.co.in				

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

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS): -
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (H) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the 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 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
GAIL (India) Limited

(Authorized Signatory)

Name : YOGENDRA SINGH

Designation : Chief Manager (C&P)

E-mail ID : ys04545@gail.co.in

Contact No. : 9466140152



DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : GAIL/VH/19/P130/GT/YS [E-TENDER NO. 8000016354]

***Description : DESIGN, ENGINEERING, SUPPLY , INSTALLATION
AND COMMISSIONING OF CCTV SYSTEMS FOR
COLONY AT GAIL VIJAIPUR AGAINST SMART CITY
PROJECT***

Due Date & Time : 02.04.2020 (1400 Hrs.)

From:

To:

	<i>GM (C&P) GAIL (India) Limited Vijaipur, Dist. Guna, MP – 473112 Ph: 07544-274232</i>
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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-II

BID EVALUATION

CRITERIA AND

EVALUATION

METHODOLOGY

[A] Bid Evaluation Criteria []:

Sl.	BEC	Required Document(s)
1.0	BEC – Technical	
1.1	Bidder should be a: a) Manufacturer of offered CCTV Camera or b) Authorized System Integrator of Manufacturer of offered CCTV camera or c) Authorized Distributor of Manufacturer / Authorized Dealer of Manufacturer of offered CCTV camera	a) In case bidder is a Manufacturer of CCTV Camera: Copy of valid Certificate/ documentary evidence for being a Manufacturer [i.e. ISO Certificate/GST Registration Certificate/any Certificate issued by Statutory Authority /NSIC or MSME Certificate or any equivalent Certificate issued by Statutory Authority]. b) In case bidder is an Authorized Distributor / System Integrator / Dealer of Manufacturer of CCTV camera: Copy of valid Authorized Distributorship/ System Integrator / Dealership Certificate issued by Manufacturer along with proof of their principal being a Manufacturer of CCTV camera. Documents at a) and b) above must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.
1.2	Bidder must have successfully executed & completed at least one work Order for Supply, Installation, Testing & Commissioning of CCTV System in a single order valuing minimum executed value of Rs.1.38 Crores (Excluding taxes) in preceding seven year period to be reckoned from bid due date [Order/Contract date should be within 07 years period from bid due date].	a) Copy of Work Order/Agreement (along with detailed SOR and Scope of Work) and its Completion Certificate. The Completion/ Execution Certificate shall clearly specify the following: i) Reference of relevant Work Order / Agreement. ii) Actual value of completed/ Executed work (excluding taxes) ii) Actual date of completion of work. iii) Full address of Client / Officer issuing Certificate. Documents at a) above must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.
2.0	BEC – Financial :	
2.1	The minimum Annual Turnover achieved by the bidder, as per the	(a) Copy of Audited Financial Results for the preceding three (03) financial years issued

Sl.	BEC	Required Document(s)
	audited Financial Statement of any of the three (03) preceding Financial Years, shall be Rs. 1.38 Crores.	<p>by Statutory Auditor / Chartered Accountant.</p> <p>(b) Details of Financial capability of bidder issued by a Chartered Accountant (as per Format F-10 available in Tender Document).</p> <ul style="list-style-type: none"> Documents at (a) above must be duly attested by a Notary Public with legible Stamp.
2.2	Net Worth of the bidder shall be 'Positive' as per the audited Financial statement of the preceding Financial Year.	- do -
2.3	The minimum Working Capital of the bidder, as per the audited Financial Statement of preceding Financial Year, shall be Rs.41.33 Lakhs.	- do -

Notes to BEC:

- 1) A job executed by a bidder for its own Plant/Projects cannot be considered as *experience* for the purpose of meeting BEC of Tender. However, jobs executed for its *Subsidiary / Fellow Subsidiary / Holding Company* will be considered as *experience* for the purpose of meeting BEC, subject to submission of Tax-Paid Invoice(s), duly certified by the *Statutory Auditor* of the bidder or by a practicing *Chartered Accountant*, towards payment of *Statutory Tax* in support of the job executed for its *Subsidiary / Fellow Subsidiary / Holding Company*. Such bidders shall submit these documents in addition to the documents specified in Tender Document to qualify above BEC.
- 2) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.
- 3) **Annual Turnover:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

- 4) **Net Worth/Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.
- 5) Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- 6) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- 7) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:
- (a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.
 - (b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.
 - (c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:
 - i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
 - ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to GAIL for fulfilling the obligation under the Agreement.
 - iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.
- In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that

supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

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

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

Note:

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

[B] **Mode of Tendering:** *Domestic-Competitive-Bidding* basis, thru' GAIL's *E-Procurement portal*.

[C] **Evaluation Methodology:**

Price bid of Techno-commercially acceptable bidder(s) will be compared based on the overall total evaluated Price as quoted by the bidder(s), inclusive of all taxes & duties, and after considering the effect of input credit of GST (CGST & SGST/UTGST or IGST & Cess if any) if applicable. **The Contract will be awarded to the overall lowest bidder.**

Note:

- (a) Tendered item is not split able/not divisible and bidder has to quote all the SOR items.
- (b) Purchase preference to *Micro & Small Enterprises (MSE's)*, as per *Public Procurement Policy* and Govt. instructions in vogue, shall be considered during evaluation of bids.
- (c) In case of tie between bidders, job shall be awarded to bidder having higher turnover in last audited financial year.



Appendix-A1

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

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

Whereas

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

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

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

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



- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)



Appendix-A2

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

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

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by

and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

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

(Strike through the clause whichever is not applicable)



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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____



INSTRUCTIONS FOR FURNISHING GUARANTEE

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



Appendix-A2A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.



Appendix-A3

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

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s GAIL (INDIA) LIMITED

Dear Sir(s),

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

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

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING,
SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL
VIJAIIPUR AGAINST SMART CITY PROJECT



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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement



and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

SECTION-III

INSTRUCTIONS TO

BIDDERS

(TO BE READ IN CONJUNCTION WITH

BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

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

27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. QUARTERLY CLOSURE OF THE CONTRACT
50. PROVISION FOR STARTUPS
51. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III : ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)

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

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/GAIL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/

Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.

It shall be the sole responsibility of the bidder to inform GAIL 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:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements,

documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be 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. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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 Alternative Bids shall not be considered.

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.

***"The Hindi version of GCCs are available on GAIL's tender website (www.gailtenders.in) 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 by email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not 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 addenda/ corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the 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'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) EMD in original as per Clause 16 of ITB
- (p) All forms and Formats including Annexures
- (q) 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.
- (r) 'Integrity Pact' as per 'Form F-14'
- (r) 'Indemnity Bond' as per 'Form F-15'
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).
- (u) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s)

- itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
 - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - 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.

[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]

- 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 Agreed Terms & Conditions (Format-F10) and 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 submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.
- Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that 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 Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

- 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 Contractor at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST &**

SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including applicable **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.

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 Contractor / Supplier.

13.9 Contractor 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 Contractor with requisite details.

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

paid or becomes payable by GAIL in future to the Contractor under this contract or under any other contract.

13.10 Anti-profiteering clause

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

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

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

13.13 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.

13.14 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).

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT**

- 16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **‘Demand Draft’ / ‘Banker’s Cheque’** [in favour of **GAIL (India) Limited** payable at place mentioned in **BDS**] or **‘Bank Guarantee’** strictly as per the format given in form F 2/ F- 2A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **‘Bank Guarantee’** should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of **‘Demand Draft’** or **‘Banker’s Cheque’** should be valid for three months.
- Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

BANK DETAILS FOR ONLINE SUBMISSION OF EMD/BID SECURITY:

A	Name of the Bank	State Bank of India
B	City Name	Vijaipur (MP)
C	Branch Location	GAIL Complex Pin. 473112
D	Bank IFSC Code	SBIN0006635
E	Type of Account (SB/CA/CC)	CA
F	Account No	32781677496

- 16.2 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a

- ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GAIL as non-responsive.
- 16.4 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.5 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid

Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter along with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.”

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:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) “Deviation” is departure from the requirement specified in the tender documents.
 - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

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

33 COMPENSATION FOR EXTENDED STAY /FOR APPLICABILITY OF THIS CLAUSE REFER BDS:-

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

34 PURCHASE PREFERENCE

Purchase preference to 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.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.
- Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra

works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

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

38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate **"Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)"** under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)

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

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

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

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.
- 40.3 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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.
- 40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.
Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.
Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 40.6 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:
- M/s Receivable Exchange of India (RXIL), Mumbai
 - M/s Mynd Solutions Private Limited (Mynd), New Delhi
 - M/s A. TREDS (Invoicemart), Mumbai

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

41 **AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

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

42 **VENDOR PERFORMANCE EVALUATION**

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

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

- (ii) Clause no. 4.0 **"EXCLUSIONS"**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

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

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

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

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

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (i) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years

- (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

44 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 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation.

A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian 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 go for Arbitration. 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.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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

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

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

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

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

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

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

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

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

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

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

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce 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.

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.

“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 DIPP towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

Further, above document 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.”

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

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

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

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Supplier/Contractor under this contract or under any other contract.

52. Fraud Prevention Policy

- (i) The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)
- (ii) Name and contact details of nodal officer are as under:



Name: Sh. T K Das, GM(O&M)

Contact: 9724507049

Email: tk.das@gail.co.in

Bidder may refer to website for the updated details of Corporate nodal officer.

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ‘Appellate Authority’ shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of

the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

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

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	7 years (in addition to

	(v) Repeated once	the period already served)
	(vi) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

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

D.2 Suspension Procedure:

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts

- conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

Annexure-II

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 FOR PROJECTS

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

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

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

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

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

- (b) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years. Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(iii) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year

(iv) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years

(c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

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

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

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

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

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

(e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/

Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**
- (i) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years
- (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

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

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

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

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

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

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

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

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

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

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

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. **ERRANT BIDDER**

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

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



Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT

Instructions for allocation of marks

1. Marks are to be allocated as under :

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

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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



Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

1.3 RELIABILITY PERFORMANCE

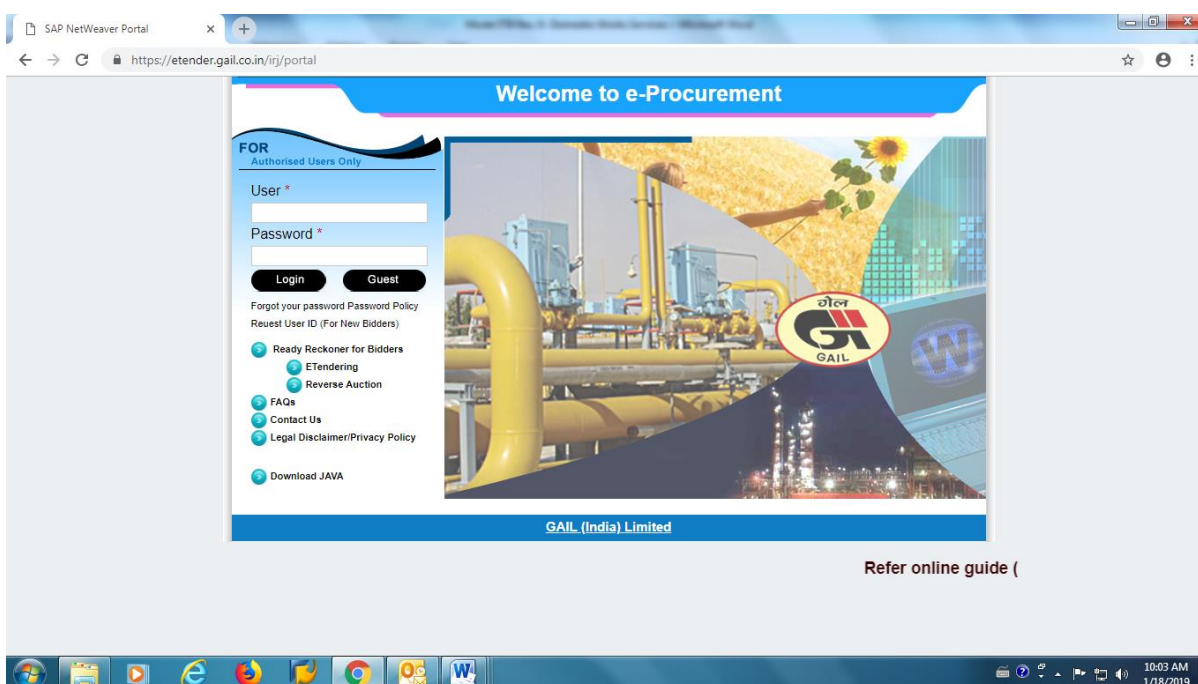
20 Marks

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

Annexure-III

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

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





ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no. is: GAIL/VH/19/P130/GT/YS [E-TENDER NO. 8000016354]
1.1	The Employer/Owner is: GAIL (INDIA) LIMITED
2.1	The name of the Works/Services to be performed is: “DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT”
3	BIDS FROM CONSORTIUM / JOINT VENTURE: NOT ACCEPTABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: <u>YOGENDRA SINGH, Chief Manager (C&P)</u> C&P Dept., Administrative Building, GAIL (India) Ltd., Vijaipur, Guna-473112; Madhya Pradesh; India Email: ys04545@gail.co.in Cell: 9466140152
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



12	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>NIL</u>																		
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender: For (i) Plant Area : Yes (ii) Township/Colony Area : No																		
14	The currency of the Bid shall be : INR																		
15	The bid validity period shall be 90 DAYS from final 'Bid Due Date'.																		
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of GAIL (India) Limited , payable at STATE BANK OF INDIA, VIJAIPUR BRANCH (CODE: 6635) / ANY NATIONALIZED BANK PAYABLE AT GUNA (MP)																		
16.10 and 38.6	For submission of EMD/ Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS, the details of GAIL’s Bank Account is as under: <table><tr><td>A</td><td>Name of the Bank</td><td>State Bank of India</td></tr><tr><td>B</td><td>City Name</td><td>Vijaipur (MP)</td></tr><tr><td>C</td><td>Branch Location</td><td>GAIL Complex Pin. 473112</td></tr><tr><td>D</td><td>Bank IFSC Code</td><td>SBIN0006635</td></tr><tr><td>E</td><td>Type of Account (SB/CA/CC)</td><td>CA</td></tr><tr><td>F</td><td>Account No</td><td>32781677496</td></tr></table>	A	Name of the Bank	State Bank of India	B	City Name	Vijaipur (MP)	C	Branch Location	GAIL Complex Pin. 473112	D	Bank IFSC Code	SBIN0006635	E	Type of Account (SB/CA/CC)	CA	F	Account No	32781677496
A	Name of the Bank	State Bank of India																	
B	City Name	Vijaipur (MP)																	
C	Branch Location	GAIL Complex Pin. 473112																	
D	Bank IFSC Code	SBIN0006635																	
E	Type of Account (SB/CA/CC)	CA																	
F	Account No	32781677496																	
D. SUBMISSION AND OPENING OF BIDS																			
ITB clause	Description																		
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.																		
22	The E-Tender No. of this bidding process is: <u>8000016354</u>																		
22.3 and 4.0 of IFB	For submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is:																		



	Attention: <u>YOGENDRA SINGH, Chief Manager (C&P)</u> C&P Dept., Administrative Building, GAIL (India) Ltd., Vijaipur, Guna-473112; Madhya Pradesh; India Email: ys04545@gail.co.in Cell: 9466140152				
26	The bid opening shall take place at: GAIL (India) Ltd., Vijaipur, Guna-473112; Madhya Pradesh; India Date: 02.04.2020 ; Time: 1500 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: NOT APPLICABLE				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which Stamp Paper is required for Contract Agreement: MADHYA PRADESH				
38	<table border="1"> <tr> <td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit:</p> <p>The value/ amount of Contract Performance Security/ Security Deposit: SD / CPBG @ 10% of Contract value.</p> <p>(REFER CPBG CLAUSE MENTIONED IN SCC)</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

41	Provision of AHR Item <table border="1" data-bbox="443 317 1101 464"> <tr> <td data-bbox="443 317 776 380">APPLICABLE</td><td data-bbox="784 317 1101 380"><input checked="" type="checkbox"/></td></tr> <tr> <td data-bbox="443 390 776 453">NOT APPLICABLE</td><td data-bbox="784 390 1101 453"><input type="checkbox"/></td></tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
49	Quarterly Closure of Contract <table border="1" data-bbox="418 531 1076 674"> <tr> <td data-bbox="418 531 751 594">APPLICABLE</td><td data-bbox="760 531 1076 594"><input checked="" type="checkbox"/></td></tr> <tr> <td data-bbox="418 604 751 667">NOT APPLICABLE</td><td data-bbox="760 604 1076 667"><input type="checkbox"/></td></tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
Clause no. 27.3 of GCC	Bonus for Early Completion: NOT APPLICABLE				
50	Applicability of provisions relating to Startups: NOT APPLICABLE <table border="1" data-bbox="418 867 1101 1010"> <tr> <td data-bbox="418 867 751 930">APPLICABLE</td><td data-bbox="760 867 1101 930"><input type="checkbox"/></td></tr> <tr> <td data-bbox="418 940 751 1003">NOT APPLICABLE</td><td data-bbox="760 940 1101 1003"><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

FORMS & FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	
		City:
		District:
		State:
		PIN/ZIP:
7	Office responsible for executing the contract with GST no. (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code)

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING,
SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL
VIJAI PUR AGAINST SMART CITY PROJECT



		(Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> (Country Code) (Area Code) </div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> (Telephone No.) </div>
12	ISO Certification, if any	{ If yes, please furnish details }
13	PAN No.	
14	GST No. (refer sl. no. 8 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite document 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 document as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite document 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>
18	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).
19	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 50)</i>



Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORMAT F-2
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir(s),

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

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

—

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

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

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

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.



F-3
LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s GAIL (INDIA) LIMITED

SUB:
TENDER NO:

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



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.



F-4

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

To,
M/s GAIL (INDIA) LIMITED

Dear Sir(s),

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

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

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

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if
default shall be made by M/s. _____ in
performing any of the terms and conditions of the tender/order/contract or in
payment of any money payable to GAIL (INDIA) LIMITED we shall on first

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING,
SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL
VIJAI PUR AGAINST SMART CITY PROJECT

demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect



liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.



F-5
AGREED TERMS & CONDITIONS

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of GST (CGST & SGST/ UTGST or IGST) quoted in Price Schedule/ SOR	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: GAIL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST	

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Act as mentioned as clause no. 13.10 of ITB	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after reducing the price reduction due to delay.	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.		
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GAIL or their relative is not a partner.	Confirmed	
		Not confirmed	
15.	All correspondence must be in ENGLISH language only.		
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.		
17.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.		
19.	If 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: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the		

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.</p>	
23.	Bidder confirms that, 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.	
24.	Bidder to confirm that they have read and understood the General Conditions of Contract-Service available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC	
25.	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	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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 to concerned executive in GAIL issued the tender, 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 bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



F-7
BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT

F-8 **CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC criteria		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		X
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in		



	case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports & duly filled in Form 9 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:



F-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. GAIL (India) Limited

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY , INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST SMART CITY PROJECT



F-10
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED
PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE
BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

Note: 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

2.0 We confirm that above figures are after referring notes at page 2 of 2 of F-10.

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:

(Page 1 of 2)

Instructions:

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

(Page 2 of 2)

(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED)

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

CONSORTIUM/JV AGREEMENT

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

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

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

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender

conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.

6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Members to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
12. This agreement remains in force till the end of Defects Liability Period.

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



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

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

Name:

Designation:

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

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

Name:

Designation:

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

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

Name:

F-12**BIDDER'S QUERIES FOR PRE BID MEETING**

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

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-13

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

(TO BE INCLUDED IN TENDER WITH ESTIMATED VALUE MORE THAN RS. 1 CRORE)

(IP signed by GAIL's executive shall be made part of tender document)

F-14 INTEGRITY PACT

INTRODUCTION:

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

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

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

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the GAIL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GAIL or its associates, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri K.S. Ramasubban (email id: ramamma@hotmail.com)
- ii) Shri Sunil Krishna (email id: iem.gail.sunil@gmail.com)

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

ANNEXURE-2**INTEGRITY PACT**

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive

suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide

necessary information and documents in English and shall extend all possible help for the purpose of such examination.

6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GAIL's future contract/ tender processes **for a period specified in GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per GAIL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.
In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.
Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by GAIL as per GAIL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"
In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under

- contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
 7. Remuneration payable to Monitor (s) shall be borne by Principal .
 8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 9. The word 'Monitor' would include both singular and plural.
 10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
 11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL.
 12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

F-15 INDEMNITY BOND

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

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

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

AND THE CONTRACTOR hereby further agrees with GAIL that:

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

claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

F-16

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on GAIL E-Tender portal.
6.0	Are there are any benefits available to Startups?	Refer Clause No. 50 of Instructions to Bidders of Tender Document.
7.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]

1. *General Conditions of Contract- “WORKS” is available on GAIL’s Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>).*
2. *The bidders will be required to submit a confirmation in “Agreed Terms & Conditions” stating that they have read and understood the General Conditions of Contract- Goods/Works/ Services/ Consultancy (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 that they shall abide by provisions of relevant GCC.*



PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. GAIL /

dated -----

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

WHEREAS

- A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

AND

TENDER NO.: GAIL/VH/19/P130/GT/YS (E-TENDER-8000016354) FOR " DESIGN, ENGINEERING, SUPPLY ,
INSTALLATION AND COMMISSIONING OF CCTV SYSTEMS FOR COLONY AT GAIL VIJAIPUR AGAINST
SMART CITY PROJECT

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

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

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

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

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

Signed and Delivered for and on
behalf of Employer.
GAIL (India) Limited

Signed and Delivered for and
on behalf of the Service Provider
Name of the Service Provider

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

SECTION-V

SPECIAL CONDITIONS OF CONTRACT [SCC] & SCOPE OF WORK [SOW]

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following special terms and conditions of contract shall supplement the general conditions of contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. The Vendor is deemed to have understood the scope of work and the requirement of GAIL. In case of any doubt the vendor may visit the site before submission of the offer.
2. The Vendor shall be equipped with all the requisites as deemed necessary for installation & commissioning of the job. The permission for excavation and work at height etc are to be arranged by vendor in advance. Necessary tools etc are to be arranged by the vendor for the following work.
3. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final and conclusive.
4. The work is subjected to inspection at all times by the Engineer-in-charge (EIC)/Site-in-Charge (SIC). The vendor shall carry out all instructions given by him or his representatives during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practices during the performance of the work.
5. Any work not conforming to GAIL's requirement, specifications codes or standard engineering practices shall be rejected forthwith and the vendor shall carry out the rectification at his own cost.
6. Inspection and acceptance of the work shall not relieve the vendor from any of his responsibilities under this contract.
7. Vendor shall ensure that for all the items supplied in the contract, support services shall be available from the OEM to provide back-up engineering, maintenance and spare part for a period of minimum 05 years (Warranty + AMC). In case, if vendor is unable to service/repair any item due to unavailability of OEM support then vendor shall replace the item with different new item but satisfying all the technical specifications as per tender. No extra charges will be borne by GAIL for replacement & Vendor shall arrange for replacement at their own cost.

8. Duration of Contract: Total period of contract for this work shall be as under, to be reckoned from the date of issue of letter of award/FOI/LOI/PO.

8.1. Supply, Installation, Testing & Commissioning of CCTV System:

Supply, Installation, Testing, and Commissioning of all CCTV Clients, CCTV cameras and associated items as per Scope of Work including spares (including supply and laying of OFC And Electrical Cables) shall be done & handed over to GAIL after their successful SAT (Site Acceptance Test), Test/Trial run within Eight Months from the date issue of award/FOI/LOI/PO. The trial run period of 15 days is also included in the period of eight months. Failure to comply the same, PRS as per GCC will be applicable.

8.2. Warranty Period:

System shall be under warranty for a period of 02 years from the date of acceptance protocol (signed by EIC and contractor).

8.3. AMC Period:

Contractor shall provide complete comprehensive maintenance services for a period of 3 years after the expiry of warranty of the equipment and system as detailed in the Scope of Work.

8.4 FMS services will start immediately after the date of Acceptance ie with the start of Warranty period for a period of two years.

9. Non-Performance deductions (penalty) during warranty and AMC period.

9.1. Whenever any equipment/system failure occurs, the same shall be reported / logged with the vendor by GAIL through phone/email. The fault reported / logged from 8PM to 7AM shall be considered reported / logged at 7AM on next date.

9.2. During the warranty & AMC period, the Vendor shall use his own instrument, spares, man-hour, communication facilities, hardware, software, materials, etc. for the rectification of any problem.

9.3. The “turnaround time” for the rectification of the problem shall not exceed 72 hours for Major fault & 48 hours for Critical fault. (Turnaround time: From the time of placement of first service call to Vendor’s representative until the system is restored fully to the satisfaction of the Owner.)

9.4. If the problem does not get resolved within 72 hours of Major fault & 48 hours of critical fault, then penalty shall be levied as per following table depending upon category of problem:

S.N.	Problem Category	Amount (INR) Per hour
1	Major – per Camera / switch	10
2	Critical – per Camera / switch	20
3	Major – per Client Workstation	20
4	Critical – per Client Workstation	30

*Critical & Major as per annexure F

- 9.5. Above penalty figures are for one no. of equipment. If multiple equipment failure occurs, then the penalty for each individual equipment will be calculated & added for calculating total quarterly penalty.
- 9.6. The total penalty during warranty period (2 years) shall not exceed 10% of the total amount retained as per clause 11.1.4 of SCC.
- 9.7. The total quarterly penalty during AMC period shall not exceed 30% of quarterly AMC value from respective quarterly AMC payment. In case the quoted quarterly AMC value is less than 2% of the supply and installation charges, then maximum penalty will be charged as 30% of 2 % of supply and installation value for that particular quarter.
- 9.8. The vendor has to ensure Preventive Maintenance of the CCTV system, in case if preventive maintenance is not done by vendor's engineer for any quarter in AMC period then no payment shall be made for respective quarter.
- 9.9. Penalty figure mentioned in clause 9.4 are excluding taxes.
- Ex: If Quarterly AMC/Warranty value is INR 200 plus GST and total quarterly penalty is INR 15 according to clause 9.4 of SCC. Then quarterly AMC invoice shall be raised for INR 185 plus GST or credit note shall be raised for difference amount i.e. INR 15 plus GST. Similarly, credit note shall be issued by the vendor at the end of warranty period for releasing the payment in clause 11.1.3.

10. Warranty:

- 10.1 All manufacturers' warranties & guaranties for the equipment supplied by the contractor shall be passed on to the owner.
- 10.2 Client workstation, CCTV cameras, Switches and all associated items supplied as per SOR shall have warranty for a period of twenty-four (24) months from the date of signing of acceptance protocol. If during this period any defect occurs, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement shall attract non-performance deduction as per clause 9 of SCC and may also result in the forfeiture of security deposit / bank guarantee.
- 10.3 The warranty has to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied items (indicating their serial numbers) are covered under OEM warranty for the desired period. In absence of documentary evidence, the signing of acceptance protocol shall not take place.

11 Terms of Payment:

11.1 Payment for value Supply item & Installation charges as per SOR:

- 11.1.1 60% of total value of (Supply, installation & Commissioning-corresponding to Value

of A.1 in SOR) item on receipt of material after submission of materials as per Annexure E:

(a) Jointly signed Physical Inspection Report by Owner & supplier against the supply of material as per SOR.

(b) Inspection release note issued by Engineer-in-charge (EIC).

11.1.2 FAT, PDI, quality test reports & Test certificate by Supplier

11.1.3 30% of total value (Supply, installation & Commissioning-corresponding to Value of A.1 in SOR), after deducting PRS as per GCC (if any), on installation, commissioning & site acceptance test, test/trial Run, acceptance of the system & signing of the Acceptance Protocol showing the Warranty starting date for the supplied systems.

11.1.4 Remaining 10% of total value (Supply, installation & Commissioning-corresponding to Value of A.1 in SOR), after deducting PRS as per GCC (if any), to be paid on completion of warranty period (Two Years from the date of Final Acceptance) after adjustment of non-performance deduction, if any, as per clause 9 of SCC. Vendor shall provide credit note for the deductions along with the Bill presented subject to the issue of CPBG of AMC including FMS Services.

11.2 AMC Payment: Quarterly amount shall be payable as per SOR after adjustment of non-performance deduction as per clause 9 of SCC (if any). Vendor shall raise invoice after adjusting penalty (if any) for each quarter. The quarterly amount for AMC has to be quoted at a minimum of 2 % of total supply & installation charges.

11.3 Payment of FMS services will be made on monthly basis after adjustment of non-performance deduction, if any, as per clauses as mentioned in Sow/SCC/Tender documents. Vendor shall provide credit note for the deductions along with the Bill presented.

12.0 In case the total quoted amount for AMC is less than the 24 percentage of the total supply & installation value as mentioned above, then shortfall amount shall be retained from total CCTV system supply & installation value and shall be payable on pro-rata basis along with payments of AMC as per the payments terms mentioned in tender document.

13 **DLP** (Defect Liability period) will be three months after the end of AMC i.e Three Months after 5 Years from the date of final acceptance (the date of start of Warranty period).

14.0 **CONTRACT PERFORMANCE SECURITY-CPBG/SD/BG**

14.1 The Contractor shall submit a Bank Guarantee/DD from a nationalized bank for a sum equal to 10% (ten percent) of the accepted value of the tender for SITCF (Supply, Installation, testing & commissioning & FMS services) of CCTV system shall be deposited by the CONTRACTOR as Security Deposit with GAIL which will be refunded three months after

completion of Warranty period. The Security Deposit (as mentioned above) is to be submitted within 15 days of award of the work.

- 14.2 Further before completion of 2 years' warranty period and before starting of AMC, a sum of 10 % of the annual value of the AMC part including FMS Services or 2.5 % of SITCF (whichever is greater) may be deposited by the CONTRACTOR as Security Deposit with GAIL which will be refunded after completion of DLP for AMC part which is three months after completion of AMC contract. On submission of SD for AMC, the SD (as mentioned in 14.1) for SITCF earlier deposited with GAIL shall be released to the party. In case, the contractor fails to submit the S.D. for AMC within three months from the date of start of AMC, the same will be recovered from the SD of SITCF portion before its release.
- 14.3 To manage, monitor and for trouble shooting of problems occurring with CCTV systems ie CCTV Cameras, NAS ,Server et al , the bidder is required to place one suitably experienced (Skilled) personnel for the overall monitoring, coordination and attending to the problems associated with CCTV systems during the entire warranty and AMC period. THERE WILL NOT BE ANY EXTRA PAYMENT MADE BY GAIL FOR THIS DEPLOYMENT OF PERSONNEL BY CONTRACTOR.

- 15 FMS services of 24X7 Monitoring of CCTV Video:
Vendor has to deploy 24X7X365 manpower for monitoring of the CCTV video footage and its reporting to security department on regular basis. The vendor has to deploy four skilled manpower (on eight hourly shift duty basis) with a reliever. The payment will be made as per the SOR line item as mentioned in the instant tender.
The details of the payment required to be paid to the concerned personnel is as per the minimum wages and other regulations as mentioned in Annexure G. The FMS services has to commence from the next day of Final acceptance ie duration of FMS services and Warranty period will be the same and expire on the same day ie for after two years from the date of Final acceptance.

16.0 PRICE REDUCTION SCEHDULE (PRS):

Time is the essence of this contract. In case the contractor fails to complete the work within the stipulated period, deliver any or all of materials or performance of the work and service within the time period (s) specified in the order/contract, unless such failure is due to force majeure as defined in clause 26 of GCC or due to Employer's defaults, GAIL shall without prejudice to any other remedy (ies) under the order/contract reduce a sum calculated on the under mentioned basis:

17.0 Supply Schedule & Execution Plan

17.1 Contractor should submit the Schedule of supply (like supply and laying of OFC and Electrical Cables, Placement of order to OEM for CCTV camera, Storage & server, Collection of material, FAT schedule, PDI schedule & supply of material at respective maintenance) & its verification at maintenance base w.r.t. Tender's terms & conditions in the presence of Qualified Engineer from contractor after the award of contract.

17.2 Contractor should submit the detailed Execution plan (like SAT schedule, Site survey, Schedule w.r.t installation & commissioning, testing & trial run at respective maintenance base) along with the confirmation regarding line-up with respective vendors of OEM so that installation & commissioning can be done within stipulated time.

18.0 HSE and Insurance:

The contractor shall follow all statutory requirements given by state and/or local municipal bodies enforced from time to time in respect of health of workers and environment of work places and the areas affected by factories/workshops. In addition, contractor shall also follow all safety rules & regulation at all work places. The bidder shall ensure insurance cover to his men, material, machinery and equipment. The GAIL shall not be liable to any claim for accident/loss/theft during execution of work or during the transportation/ stay or at any point of time during contract period or during the defect liability period, if any.

19.0

19.1 DURATION OF CONTRACT:

Total period of contract for this work shall be as 5 Years , Eight Months, to be reckoned from the date of issue of letter of award/FOI/LOI.

19.2 Supply, Installation, Testing & Commissioning of CCTV System (Eight Months):

- (a) Supply: Supply of all CCTV systems & associated items to GAIL as per SOR to be completed in all respect as per the terms and conditions of the instant tender.
- (b) Services: After cable (both OFC including duct and Electrical) supply and laying, Supply of materials, Installation, Testing, Commissioning, of all CCTV systems, associated items as per SOR including spares shall be done & handed over to GAIL on turnkey basis after their successful design/engineering, site installation, testing, SAT (Site Acceptance Test), Test/Trial run and Commissioning. If installation & commissioning of CCTV system gets delayed at any site due to reasons beyond the scope of contractor (e.g. Site not being ready, permission from owner not available, Power supply at site not available et al.) then PRS as per GCC will not be applicable for such delays.

19.3 WARRANTY:

- All manufacturers' warranties & guaranties for the equipment supplied by the contractor shall be passed on to the owner.
- The complete CCTV System & associated items shall have warranty for a period of twenty four (24) months from the date of handing over to the Owner on turnkey basis after successful installation, testing & commissioning, site acceptance test and test/trial run as per warranty procedure mentioned in Scope of Work of Tender document. If during this period any defect occurs, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.
- Zero Date for the Warranty will start only after successful completion of work and signing of Acceptance Protocol by bidder's representative and EIC.
- The warranty has to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied H/w items (indicating their serial numbers) are covered under OEM warranty for the desired period.
- The items supplied in this order may be transferred to other GAIL locations in future as per the requirement. The Warranty shall be extended at the new locations also. The warranty shall be extended anywhere in India.

The system shall be guaranteed to give specified performance for a period of **24 (twenty-four)** months from the date of acceptance after **SUCCESSFUL TEST RUN** of the system by the owner. This warranty shall survive inspection of goods and acceptance of the system

19.4 FMS Services of Two years to start immediately after the acceptance of the project ie along with the start of Warranty period.

19.5 AMC Period: Contractor shall provide Maintenance services for a period of 3 years after the expiry of warranty of the equipment and system as detailed in the Scope of Work.

20. In case of any contradiction within the tender document the precedence shall be as follows in decreasing order.

- (a) SOR
- (b) Special conditions of contract.
- (c) General conditions of contract.

Standard HR Clauses of SCC (Being part of SCC in the instant Tender)

The following clauses forms a part of the SCC of the instant Tender: -

1. "Service" comprises Scope of Work as attached.
2. "Location is at GAIL VIJAIPUR is defined as in the Scope of Work.
3. **Engagement:** GAIL hereby engages Service Provider to provide the Services at the VIJAIPUR and for the Period of 24 months from the date of commencement of service subject to the terms and conditions hereinafter specified.
4. **Mandays:**
 - a) Minimum requirement of mandays/resources: "*number of mandays to be defined as per requirement and Scope of Work.*" (The requirement and the category thereof to be clearly defined).

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of SCC : Part-I, the likely minimum monthly cost of deploying contract worker considering Minimum wages, Provident Fund, ESI, Bonus, PMJJBY, PMSBY etc. is indicated below:

Sl. No.	Category of contract labour	Minimum monthly cost of deploying 1 contract worker* (Rs.)
1	Unskilled	NA
2	Semi-skilled	NA
3	Skilled	Rs 27352
4	Highly Skilled	NA

*The minimum cost indicated above is tentative and the bidder has to realistically analyze all the components before actually quoting in the bid.

The bidder is required to submit an undertaking, as per **Annexure- 3** of Standard Conditions of SCC: Part – 1.

- b) Qualification and experience of resources deployed: "*to be defined as per requirement and Scope of Work.*"
- c) Service Provider shall ensure that the contract labour deputed for or in connection with the provision of the Services shall be:
 - i. Trained, experienced and competent to do the jobs for which they are assigned.
 - ii. Well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - iii. Polite, respectful and courteous to all persons with whom they deal/ interact.

5. Abnormal Rates:

The Tenderer is expected to quote rate for scope of service after careful analysis of cost involved for the performance of scope of service considering all specifications and Conditions of Contract including Special Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for scope of service are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

6. **Gate/ Entry Pass or Authorization:** Entry to the offices is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department. The contractor shall issue Identity cards in his firm's name to the contract worker deployed.
7. **Uniform and Personal Protective Equipment / Safety Kit and Liveries: Deficiency:"**
 - a) Service Provider shall ensure 2 nos of uniform (2 cotton shirts, 2 cotton trousers) one safety shoe per year and Protective helmet as mentioned in the Scope of Work to all such personal deployed. The uniform should be of good quality. **The concerned vendor has to ensure that a minimum of 2 pairs of Cotton shirts, trousers and socks**

(make-Arrow,monte karlo, Parx, Louis Philippe,Peter England) one pair of safety shoes (make- Allen Cooper/Bata/Liberty) per year is being given to each employee.

- b) Deficiency" shall mean a deficiency in the performance of services as mentioned in the Scope of Work including deployment of minimum services/resources, quality of material, quality or the efficiency of any Service (s) or non-compliance to any of the tender conditions at any time as determined by GAIL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, GAIL shall give the Service Provider a 7 (seven) days **show-cause notice** setting out the Deficiency or Deficiencies observed giving the Service Provider an opportunity to make a representation in respect thereof after rectifying the deficiency(ies). If any such representation is made, GAIL shall take cognizance of the same before taking a final decision. The decision of the Engineer in Charge with regard to any deficiency in service shall be final and binding on the parties.
- c) The Service Provider shall maintain all the Reports, Returns, Forms, proforma and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and GAIL shall have the right to satisfy itself in this regard at any point of time. Each default by the Service Provider shall entitle the GAIL to levy a token penalty on the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs. 1,000/- (Rupees One Thousand Only) per default.

Compliances under various Labour Laws

The contractor has to fully comply with all applicable laws and regulations passed, modified and notified from time to time by the Central, State and local Government agencies/authorities. Specific attention of the contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act 1948

- a) During the tenure of the contract, the Contractor must ensure the wages as per the Minimum Wages Act as notified by the Central Government or State Government whichever is higher.
- b) **Wage period and monthly wages:** Wage period shall be monthly and wages for a month will be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GAIL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction = days of absence x (monthly wages / number of days in the relevant month)

- d) The revision of minimum wages as mentioned above in respect of certain categories of contract labour is notified by the appropriate Government on half yearly basis i.e., in April and October. The bidder shall take into consideration of any such revision during the period of contract and bear such upward revision(s).

2. Leaves/ Leave with wages

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations. The contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the contract labour deployed. The payment towards un-availed leave shall be settled with the contract labour at the time of closure of the contract or separation of contract worker.

3. The Payment of Wages Act 1936

The contractor should disburse monthly wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintained records /returns as prescribed. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge or authorized representative. After disbursement of wages, the representative of the contractor and Engineer In-Charge/authorised representative have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) with specific seal detailing name/designation/Company.

4. The Employees Provident & Miscellaneous Provisions Act 1952 :

- a) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952.
- b) The contractor has to ensure compliance (as per prevailing rates) and extend benefits under Employees' Provident Fund Scheme 1952, Employees' Pension Scheme 1995 & Employees' Deposit Linked Insurance Scheme 1976 to the contract workers deployed by him.
- c) The contractor should submit copies of separate e-Challans / ECR/proof of payment/receipt in respect of contract workers engaged through this contract only, on monthly basis. Common challans would not be acceptable in GAIL.
- d) PF is mandatory irrespective of number of contract labour deployed by the contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the contract labour is exceeding the prescribed monthly wage ceiling under the EPF Act and in such case the liability of the contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time.
- e) In case the contractor deploys any "International Worker", the contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the **International Worker Portal of EPFO**.
- f) The condition of independent PF code is not applicable in case of Consultancy, Architectural, Actuarial, and Chartered Accountancy Services.

5. The Employees State Insurance Act 1948: (If applicable and as per prevailing rates)

- a) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- b) The contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** to contract workers engaged by him from the Corporation.

- c) The condition of independent ESI code is not applicable in case of Consultancy, Architectural, Actuarial, and Chartered Accountancy Services.

6. The Employees Compensation Act 1923 (wherever applicable) :

In case the WORK PLACE is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area or in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IREDA approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employee Compensation Act, 1923 (present maximum compensation liability is Rs. 10.86 Lakhs per contract labour considering the age to be 18 years in total permanent disablement).

7. Group Personal Accident Insurance Policy

The contractor to take a Group Personal Accident Insurance Policy with coverage of Rs. 3 Lakhs per contract worker for the entire period of contract covering all contract workers deployed under the contract. The insurance premium charges for obtaining such policies shall be borne by the contractor.

8. The Payment of Bonus Act, 1965

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act 1995 and submit proof of payment of bonus in the prescribed form (i.e., Form C & Form D) to EIC. Present minimum rate of payment of Bonus as per the Act is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation. Accordingly, contractor shall make payment of Bonus for the relevant part of financial year with reference to actual number of days for which contract workers performed duties. Payment of Bonus shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract and submit proof to Engineer-in-Charge.

9. Contract Labour (R&A) Act, 1970

- a) The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.
- b) The contractor shall discharge obligations as provided under Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the contract workers deployed and give suitable direction for undertaking the Contractual Obligations.
- d) The contractor is solely responsible for payment of wages to each worker deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of GAIL i.e. Principal Employer.
- f) In case the contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, then GAIL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour deployed by the contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

10. The contract should also fully comply with all applicable laws and regulations including, but not limited to the following legislations:

- The Factories Act, 1948 or The Shops & Establishment Act, 1948;
- The Maternity Benefit Act, 1961;
- The Building and Other Construction Workers(Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996;
- The Inter State Migrant Workmen (RECS) Act 1979: (if applicable) ;
- The Payment of Gratuity Act 1972:

In case of Death or permanent disablement of a contract worker during execution of work under the contract, the contractor has to pay the Gratuity as per provision under the Payment of Gratuity Act 1972 to the nominee(s) of contract worker as per the details maintained in the duly signed Nomination Form maintained by the contractor.

Additional Responsibilities of the Contractor:

1. The contractor shall be solely responsible and indemnify the GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
2. The contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
3. The contractor shall indemnify owner / GAIL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/GAIL.
4. The contractor shall also indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All personnel deployed by the contractor should be on the rolls of the contractor and the contractor shall issue Employment / Identity cards to them.
6. No contract worker below the age of 18 years and above age of 58 years shall be deployed on work.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the contract workers for discharging the contractual obligations. Accordingly, the contractor has to give in writing the name and contact details of the supervisor (s) to the Engineer-in-charge. A copy of the same may also be sent to HR In-charge and Security In-charge for records.
8. A copy of the work order should be submitted to the Security Department by the contractor / his representative or supervisor for facilitating the movement of men, machine and materials involved in the contract.
9. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GAIL while at the site/work. All existing and amended safety / fire rules of GAIL are to be followed at the work site.
10. In case of accident, injury or death caused to the contract workers while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.
11. The contractor shall not deploy any person suffering from any contagious or infectious disease. The contractor shall get the deployed contract workers examined from a civil Govt. Doctor.
12. No contract workers or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / GAIL will terminate the contract immediately and may refer the case to police.
13. While engaging the contractual resources, the contractor is required to make efforts to provide opportunity of employment to persons belonging to **Schedule Caste, Schedule Tribe and Other Backward Caste** in order to have a fair representation of these sections.
14. While engaging the contractual resources, the contractor is required to make efforts to provide an opportunity to apprentices, who have completed their apprentice training in GAIL under the provisions of the Apprentices Act, 1961.
15. The Contractor to maintain all Registers and other records in an office within the precincts of the work place or at a place **within a radius of three kilometers**.

16. Contractor shall provide proper **Employment cards (FORM XII)** for the contract labour to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
17. Contractors are required to install **Biometric System** at their own cost to regulate the entry and exit of the contract labour deployed by them.
18. Discipline of the contract workers in discharge of duties must be regulated by the contractor himself or by his representative.
19. **Police verification** :
 - a) The Contractor/Agency (including his sub-contractors/Petty Contractors etc) will undertake police verification in respect of the contract workers engaged by him in GAIL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor/agency is advised not to deploy any person having past criminal record in the establishment/premises of GAIL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the contractor/agency will be solely responsible for this.
 - d) If any such worker having criminal record is deployed by the Contractor/Agency in the premises of GAIL and has come to the notice of GAIL at any point of time, he will be removed by the Contractor/Agency forthwith, failing which that particular worker of the Contractor/Agency will not be allowed to enter into the premises of GAIL.
20. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc is violated.

Compliance of Government of India directives**1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY):**

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to GAIL in this respect and Contractor shall suitably consider the same in his bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

2. Payment through Aadhaar Payment Bridge and Employment of AADHAAR Card Holder:

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 03.06.2013, Contractors are required to give preference to those contract worker who either have Aadhaar Card or have applied for Aadhaar Card or agreed to apply for Aadhaar Card to establish their genuineness and payments may be made to them through Aadhaar Payment Bridge to the extent possible.

3. Labour Identification Number (i.e. LIN) Registration(Mandatory):

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee/ contract worker and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GAIL.

4. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY):

In order to support the Govt. of India's Initiative on Employment Generation, the contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme.

Insurance Policies

Contractor is required to cover all contract workers deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	ESI Act, 1948	Applicable to all contractual workers (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under ESI Act.	
2	Employee Compensation Act, 1923 (in lieu of ESI –mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 8000 p.m currently)	Maximum compensation liability as per workmen compensation is Rs. 10.86 Lakhs considering total permanent disablement and age of 18 yrs.	Provides compensation to contract workers.
3	Group personal Accident Insurance	Applicable to all contractual workers	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accidents.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB Y)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017

The contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A
- b) Wage Register in FORM B
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX.
- g) Copies of Employment Card in FORM XII

2. Documents to be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Intent (LOI):

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more contract workers are engaged.
- iv. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- v. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. Where ESI Act is not applicable, copy of Insurance Coverage under Employee Compensation Act, 1923 of appropriate value (*refer applicable clause A.6 of Standard Conditions of SCC : Part – I*)
- vi. Copy of Group Personal Accident Insurance Policy
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

b) At the time of submission of monthly bills:

- i. Copy of **Employee Register in FORM – A** (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017).
- ii. Copy of **Wage Register in FORM – B** (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) duly certified by **authorized representative** of the contractor and **authorised person** in GAIL certifying as “*Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at ----- (place)*” along with copy of bank statement duly certified by bank as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of contract workers deployed by them in GAIL in the previous month in this contract. The documents should also contain details of contract workers, PF account No., ESI No., contributions of contract workers and employer etc.
- iv. Dully filled in “**Proforma-PFD**”, as per **Annexure-1.**

c) At the time of closure of contract:

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GAIL from all liabilities w.r.t. the contract labour engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Performa Indemnity Bond is enclosed at **Annexure-2**.
 - ii. Copy of the **Wage Register** in **FORM - B** for the last month.
 - iii. Copies of **Service Certificates** issue to contract labour in **FORM VIII**
 - iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract labour.
 - v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
3. **Verifications of bills and documents submitted by the Contractor:**
Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated Engineer-in-Charge of the respective contract of GAIL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect GAIL shall take appropriate action against the Contractor.

Proforma -“PFD”**Sub: PARTICULARS OF CONTRIBUTION FOR THE MONTH OF _____, 20_____**

- (1) Name of the Firm/Agency/Contractor _____ Nature of Contract: Job/ Service _____
- (2) Postal address of the Contractor : _____
- (3) Phone No. of the Contractor : _____
- (4) Fax No. of the Contractor : _____
- (5) Address of PF office from where EPF Code No. has been allotted: _____
- (6) EPF Code No. allotted by PF office : _____
- (7) Address of ESIC office from where ESI Code No. has been allotted: _____
- (8) ESI Code No. allotted by ESIC office : _____
- (9) Period of Contract: From _____ to _____
- (a) Extension Period of Contract, if any From _____ to _____
- (b) Place where contract workmen are working _____
- (10) Labour License No. _____ dtd. _____
- (11) Validity period of Labour License From _____ to _____
- (12) Copy of Wage Register in FORM – B _____
- (13) Details of Deposition of contribution towards EPF
- (a) EPF Challan No. _____ Amount _____ Date _____
- (14) Details of Deposition of contribution towards ESI
- (a) ESI Challan No. _____ Amount _____ Date _____
- (15) Detail of Contract labour engaged by the contractor:

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

- (16) Whether any arrangement / agreement has been entered with any contract worker for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
- If yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

INDEMNITY BOND

WHEREAS GAIL(India) Limited (hereinafter referred to as GAIL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with ‘**name of the contractor**’ Incorporated (hereinafter referred to as the (‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for “**NAME OF THE CONTRACT**” ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Work Order No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GAIL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labours / vendors/ sub-contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GAIL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the contractor has readily agreed for the same.

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

AND THE CONTRACTOR hereby agrees with GAIL that:

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

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDER TAKING
(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of contract workers as per the tender conditions.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed GAIL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....
Name of Bidder.....

FMS Services

Resource Requirement:

The contractor should provide services of 4 FIVE (04) Skilled, trained and experienced persons (one person per 8 hrs shift) for providing round the clock services.

Qualification Required:

Personnel to be employed must be at least Diploma /Degree Holder IN Engineering preferably in Electronics/IT/Computer Science. Relevant Experience of minimum One year is desirable.

It would be responsibility of the contractor to recruit and retain such persons in their roll during validity of the contract. Proof of employment, remuneration, (Appointment letter, contract agreement etc) and previous experience details must be submitted during mobilization / deployment

Engagement: GAIL hereby engages Service Provider to provide the Services at the Locations and for the Period of 24 months from the date of commencement of service subject to the terms and conditions hereinafter specified.

Mandays:

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of SCC : Part-I, the likely minimum monthly cost of deploying contract worker considering Minimum wages, Provident Fund, ESI, Bonus, PMJJBY, PMSBY etc. is indicated below:

Sl. No.	Category of contract labour	Minimum monthly cost of deploying 1 contract worker* (Rs.)
1	Unskilled	NA
2	Semi-skilled	NA
3	Skilled	01*1052*26=27352.00
4	Highly Skilled	NA

*The minimum cost indicated above is tentative and the bidder has to realistically analyze all the components before actually quoting in the bid.

- e) Service Provider shall ensure that the contract labour deputed for or in connection with the provision of the Services shall be:
- iv. Trained, experienced and competent to do the jobs for which they are assigned.

- v. Well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
- vi. Polite, respectful and courteous to all persons with whom they deal/ interact.

8. **Abnormal Rates:**

The Tenderer is expected to quote rate for scope of service after careful analysis of cost involved for the performance of scope of service considering all specifications and Conditions of Contract including Special Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for scope of service are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

9. **Gate/ Entry Pass or Authorization:** Entry to the offices is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department. The contractor shall issue Identity cards in his firm's name to the contract worker deployed.

Uniform and Personal Protective Equipment / Safety Kit and Liveries: Service Provider shall ensure 2 nos of uniform (2 cotton shirts, 2 cotton trousers) one safety shoe per year and Protective helmet as mentioned in the Scope of Work to all such personal deployed. **The uniform should be of good quality. The concerned vendor has to ensure that a minimum of 2 pairs of Cotton shirts, trousers and socks (make-Arrow, monte karlo, Parx, Louis Philippe, Peter England) one pair of safety shoes (make- Allen Cooper/Bata/Liberty) per year is being given to each employee.. The safety kits and liveries for 1st year is to be provided as per the requirement and satisfaction of EIC within 30 days of the start of the contract. Failure to do so may draw a penalty of Rs 1000 per person per month. Similarly second set of safety Kits and Liveries are to be supplied within 30 days of the commencement of the second year of the contract. Failure to do so may draw a penalty of Rs 1000 per person per month. If the safety Kits and liveries are not provided within 60 (sixty) days from the day of commencement of work for 1st year and commencement of second year (of the Contract period). The vendor should consider all these expenses during its quote for the instant tender. No Extra payments will be made to the contractor for the same.**

10. **Deficiency:**"

Deficiency" shall mean a deficiency in the performance of services as mentioned in the Scope of Work including deployment of minimum services/resources, quality of material, quality or the efficiency of any Service (s) or non- compliance to any of the tender conditions at any time as determined by GAIL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, GAIL shall give the Service Provider a 7 (seven) days **show-cause notice** setting out the

Deficiency or Deficiencies observed giving the Service Provider an opportunity to make a representation in respect thereof after rectifying the deficiency(ies). If any such representation is made, GAIL shall take cognizance of the same before taking a final decision. The decision of the Engineer in Charge with regard to any deficiency in service shall be final and binding on the parties.

The Service Provider shall maintain all the Reports, Returns, Forms, proforma and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and GAIL shall have the right to satisfy itself in this regard at any point of time. Each default by the Service Provider shall entitle the GAIL to levy a token penalty on the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs. 1,000/- (Rupees One Thousand Only) per default.

Any Mentioned payment/ reimbursement to be made (on any account) other than as mentioned in SOR items may be ignored as it stands null and void. It may be a typographical error. Vendor has to factor in all its cost (to meet all mentioned terms and conditions of the tender and for providing the facilities/ meeting all the legal obligations as mentioned in the tender) while quoting against the tender.

ANNUAL MAINTENANCE CONTACT (AMC)

Comprehensive Annual Maintenance contract (AMC) for CCTV System at GAIL Vijaipur

AMC shall be comprehensive. AMC shall be for 3 years and will come into effect after the completion of warranty. The conditions herein are also applicable for warranty period i.e. for 2 years after the acceptance date. It include replacement/repair of all consumables, cables & OFC, faulty modules of CCTV system(including CCTV Cameras, Switches, NAS, Servers et al) for all items supplied as per annexure E. The scope of work for AMC/warranty and shall include but not be limited to the following:

- 1) CLIENT WORKSTATIONS: HARDWARE & SOFTWARE,
- 2) CCTV SERVERS: HARDWARE & SOFTWARE,
- 3) CCTV PTZ and FIXED CAMERAS: HARDWARE & SOFTWARE
- 4) SWITCHES: HARDWARE & SOFTWARE
- 5) Maintenance of GI POLES supplied including its painting(once in two years) & other related activities
- 6) Any other system supplied: HARDWARE and SOFTWARE
- 7) NAS along with storages: HARDWARE & SOFTWARE
- 8)Cables, Connectors, Patch cords, Pig Tails, Zero Db Connectors, JB's et al and all other materials required to maintain the CCTV systems

Problems related to software/hardware of Servers, Storage, CCTV Client, Camera, switch or any other equipment in CCTV system shall be reported through mobile phone or email by GAIL and shall be attended (by the vendor) as followed:

- (i) All Critical problems related to software or hardware shall be attended within 48 hrs. from the intimation.
- (ii) All Major problems related to software or hardware shall be attended within 72 hrs. from the intimation.
- (iii) All Minor problems related to software or hardware shall be attended regularly.

All faults/problems are prioritized into 3 severity categories:

- Critical –When Service outage occurs. It is the highest level of problem. The vendor shall diagnose the issue on top priority& will get it resolved at the earliest.
- Major – Loss of protection path, fault of redundant unit (the service is not affected; only the protection / redundancy is not available). The vendor shall provide solution within Stipulated Resolution time.
- Minor – All other problems and issues not covered in previous categories.

8)No extra charges will be paid by GAIL during AMC/Warranty other than quoted by the vendor in SOR. Vendor shall arrange for transportation of faulty modules as well as **repair/** replacement modules at their own cost. The faulty modules (CCTV Cameras, Switches, Server, and UPS(including Battery) et al) should be replenished (either with a replacement or a new one or rectified one) within 15 days from the date of issue. The vendor may take back the replenished material back once the rectified material is made available. In case of failure a deduction of Rs 500 per day per module will be applicable. However the total deductions

towards non-performance will be limited as per the clause 9.7 of SCC. If battery has to be replaced for the UPS (during Warranty and AMC period), the same will be done by the vendor without any cost to GAIL.

9) All the Power converters/adapters (in case of going faulty) shall be replaced by vendor during the entire length of AMC/Warranty period. At least 2 no. of each type of such items shall be kept by the vendor at GAIL Vijaipur for replacement/uses in case of the same getting faulty. No additional payment shall be made for these replacements (of faulty media converters /adapters) these items during the entire AMC/Warranty period.

10) The vendor shall provide the escalation charts of their organization.

Special Note:

- Restoration/rectification due to any failure due to whatsoever reason including earthing, power related problems and or installations will be in the scope of the vendor. GAIL will not pay anything extra other than as mentioned in SOR.

SCOPE OF WORK [SOW]

1.0 INTRODUCTION

GAIL (India) Limited, A Govt. of India Undertaking under the Ministry of Petroleum & Natural Gas, is having business in diversified areas such as transportation of natural gas through pipeline, production of LPG & petrochemical products etc.

2.0 DETAILED SCOPE OF WORK

The Vendors scope of work defined in this document shall be on turnkey basis, and shall include but not be limited to the following:

Site Survey, project management, system design, detailed engineering, manufacture/procurement and supply of all related goods and providing all related services including design/engineering, installation, testing, integration, commissioning, test run, documentation, warranty, training, etc. complete in all respect for implementation of CCTV systems at GAIL Township (Phase 1 & 2). The detailed scope of work & supply shall include but not limited to the following:

2.1 SITE SURVEY, SYSTEM DESIGN & ENGINEERING:

The vendor shall be fully responsible for detailed design/engineering of the supplied CCTV systems (the envisaged CCTV system includes the CCTV Cameras, its Storage, Client machine with Monitor, Network Components, Ethernet Switches, Media Converters, Patch cords, networking cables/connectors etc. as a minimum). Under design & engineering, the vendor shall consider required Configuration of CCTV system, Technical Specifications & requirement of tender document as a minimum. For design & engineering of the system, the bidder / vendor is **advised** to take up the site survey activity. Vendor shall visit the site & take a note about the scope of work including digging, laying of OFC & power cable, & any other Civil works for the successful implementation of CCTV system. The path & space for the system & OFC/power cable shall be provided by GAIL.

The Equipment/System design, in the form of DBM / FDS, has to be approved by GAIL before actual manufacturing/supply of the equipment. The DBM / FDS shall include details BoQ, design basis for each & every components of the system, technical brochures / literature for all systems / subsystems under supply, integration plan, detailed space & power requirement, rack diagram, system availability calculations etc. as a minimum.

2.2 SUPPLY AND STORAGE OF EQUIPMENT:

This shall include but not limited to supply and storage of equipment and all other items required for installation and commissioning of the systems/equipment's including the following:

2.2.1 Transportation of system/equipment and all other components from locations of manufacturing to the locations of installation.

2.2.2 Storage during transit, transit insurance & storage/ warehousing as required till the delivery of the materials at respective locations.

2.2.3 Statutory clearances including clearances of customs, excise, octroi, entry tax and others, as required for all the supplied items.

2.3 QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

2.3.1 This shall include but not limited to preparation of detailed quality assurance program, quality control parameters for implementation methodology covering schedule of supply, installation, testing and commissioning.

2.3.2 GAIL shall carry out Factory Acceptance Test (FAT) for the offered system/equipment. Vendor shall make necessary arrangement for the testing of the same in presence of Owner's representatives before the dispatch of materials to the sites. Subsequently, vendor shall take up the installation and commissioning of the equipment / system at site.

2.3.3 Upon successful completion of installation of the equipment's / systems at site, Site Acceptance Tests (SAT) shall be undertaken. SAT plan shall be proposed by vendor and approved by the EIC. After successful completion of SAT of all CCTV System including CCTV servers, CCTV cameras, Client Workstation & associates equipment's/items, Test run shall be conducted.

2.3.4 For FAT, SAT & Test Run, vendor shall also adhere to the instructions as specified under "Inspection & Testing Guidelines" mentioned below.

2.3.4.1 INSPECTIONS AND TESTING GUIDELINES:

(i) TEST PLAN:

For all types of inspection & testing under FAT, SAT & Test Run vendor shall prepare and submit Test Procedures & Plans to GAIL for their approval. The Test plans & procedures need to be submitted, 7 working days in advance before the commencement of actual testing. The procedures/plans shall include time schedule for the tests, purpose/objective of test, identification of test inputs, test procedure and details of desired output, a column for actual value obtained during the tests and remarks on test result.

(ii) TEST REPORT:

The observations and tests results obtained during various tests shall be compiled and documented to produce Test reports by the Vendor and validated by GAIL EIC. The Test reports shall be prepared & submitted for each equipment/ item and the system. The report shall contain the following information as a minimum:

- Unit/Equipment under Test
- Test conducted.
- Test procedures.
- Test results.
- Remarks & comparison of tests results with the anticipated test result as given in test plans and reasons for deviations if any.

(iii) GAIL and/ or third party/agency (appointed by GAIL), reserve the right to inspect and test each equipment at site during the installation & after commissioning of the system. The inspection and testing shall include components, sub-assemblies, produced units for verifying and testing their guaranteed performance & specifications.

(iv) All the essential and required test equipment and consumables for proper testing of the material shall be provided by the contractor without any addition financial implication to GAIL.

(v) It shall be explicitly understood that under no circumstances any approval of GAIL or his representative shall relieve the Vendor of his responsibility for material design, quality assurance and the guaranteed performance of the system and its constituents. It shall be the responsibility of the contractor to ensure that all items and equipment have been tested in accordance with the established procedures and test reports accepted by EIC failing which payment of contractor shall not be released.

(vi) Vendor shall inform the EIC, at least 7 working days in advance of the date at which the system would be ready for inspection & testing. All relevant documents and manuals shall be submitted to GAIL before the time.

(vii) Vendor shall arrange sufficient manpower of required skill and material for installation of the CCTV System & all associated items at GAIL site. All technical personnel assigned by the Vendor shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative efficiently and shall also have capability to incorporate any minor modifications/ suggestions put forward by EIC.

(viii) Till GAIL accepts the system, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed

component, circuit, module, component, effect of failure of component on the system/equipment, cause of failure, date and time of repair, mean time to repair etc.

(ix) Methodology to be followed during Installation, FAT, SAT, Test Run and Commissioning shall include but not limited to the following:

2.3.4.2 FACTORY ACCEPTANCE TESTING (FAT):

The vendor on his own exactly in line with FAT shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Owner before start of FAT. Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per tender requirements and review of Pre- Factory acceptance results & shall be conducted at the manufacturing/vendor's facilities from where the respective equipments/subsystems are offered.

The factory acceptance testing shall be conducted in the presence of the representative Owner. The tests shall be carried out on all systems/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The FAT shall be held in India only and include but not be limited to:

- Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- Electrical checks including internal wiring, external connections to other equipment etc.
- Check for assuring compliance with standards mentioned in the specifications.
- Individual check on each module/sub-assembly as applicable.
- Checks on power consumption and heat dissipation characteristics of various equipment's.
- Functional testing covering the features & functions of CCTV systems along-with its associated items.
- Any other test not included in FAT document but relevant to the project as desired by the Owner at the time of factory acceptance testing.

2.3.3.2 INSTALLATION, TESTING AND COMMISSIONING:

(a) INSTALLATION

After successful completion of factory acceptance testing (FAT), CCTV system and all associated items shall be sent to site for installation.

CCTV cameras, CCTV Client and all associated items, for installation, shall have valid testing certificate. Any item without factory acceptance certificates shall not be acceptable at site.

GAIL shall provide space for CCTV servers, CCTV clients, CCTV cameras & other associated items. GAIL shall also provide single 230VAC supply from which supply & laying of Armored power cable shall be in the scope of vendor. Supply & installation of MCB, Power distribution board, Power extension board and distribution from PDB to individual equipment such as switch and monitor is in the scope of vendor. If any other voltage levels are required, then all necessary

conversions shall be in the scope of Vendor. Supply and installation of LAN cable for extending LAN connection to CCTV camera, CCTV Client, Switch & associated systems is in the scope of vendor.

Installation of Server rack, Client Workstation, including mounting of display on wall or table top as decided by GAIL, is in the scope of vendor. Civil works such as digging, laying & routing OFC & cables between various systems & equipment's, providing & laying perforated trays/conduits etc for laying cables, Installation of Pole for PTZ camera along with its earthing, restoration work of false flooring/ceiling etc are in the scope of vendor. Installation of the pole as per the latest EIL/ISI standard.

The location of Fixed and PTZ CCTV shall be provided by GAIL /EIC to the contractor. It shall be responsibility of contractor to install the camera at designated location and arrange for extension power and OFC connectivity, including termination, to the camera.

The power cable (2.5 sq mm), OFC cables & Ethernet (cat 6), both armored shall be used from equipment to camera (Fixed & PTZ). **The cables will be laid underground and excavation will be done as per specifications.**

Excavation and back filling for Trench for Electrical cable laying-

For all type of soil, includes excavation and backfilling of the trench. The trench for Electrical cable laying should be 45 cm wide and 90 cm depth. Due to any reasons what so ever may be, if the depth of the trench is less than 90cm, then pro rata charges will be applicable.

For example if the depth of the trench is found 70 cm, then payment will be released as per formula =unit price*70/90

Laying of Electrical cable-

A sand bed of 10-15 cm will be prepared for Electrical cable. Electrical cable will be laid over the sand bed. The cable will be covered with the sand bed of 10-15 cm thick. The sand bed will be covered with Class B bricks (minimum 10 bricks per running meter) and then filled with the excavated soil. All the excavated soil should be filled over the trench.

Excavation and back filling for Trench for OFC laying-

For all type of soil, includes excavation and backfilling of the trench. The trench for OFC cable laying should be 45 cm wide and 90 cm depth.

Laying of OFC cable-

The item includes lying of OFC duct and OFC cable. OFC cable has to be blown into the HDPE duct by blowing technique. The contractor will cover the cable with the soil up to 60mm and then will put warning mat over the soil and restore the surface. All the excavated soil should be filled over the trench.

For the installation of supplied CCTV systems & associated items at site, the vendor shall carry out the following site preparation works as a minimum after conducting site-survey along the site-in-charge and after obtaining the approval from EIC on installation activity plan:

- Installation & fixing of rack/cabinet of the CCTV system along with restoration of floors or walls after masonry or drilling works.
- All types of power cable termination and earth cable termination shall be carried out using copper lugs.
- GAIL's existing earthing point shall be made available to Vendor. Vendor may use the same, if found suitable for their supplied equipment. Otherwise Vendor shall have to make the necessary arrangement for equipment Earthing without any cost implication to GAIL.
- Suitable gland shall be provided for all type of cabling.
- All types of cables shall be labelled on both ends for the identification.

Before taking up the installation of CCTV system & associated items, the same shall be checked for completeness as per the specifications of the same as required. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

Vendor shall provide suitable numbers of manpower of required skills & technical expertise at his own cost for completing the work within the stipulated time frame.

Vendor shall bring all installation tools, accessories, special tools, spares parts etc. at his own cost as required for the successful completion of the job. Vendor shall include all installation materials required for proper installation of the CCTV systems & associated items. These shall include but not be limited to, all connectors, inter-bay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, junction boxes etc.

All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

System programming of the new CCTV cameras, CCTV Server and Storage along with its software/hardware & all other associated items as per GAIL's requirement shall also be taken up during installation.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with CCTV systems/associated items shall not be used for the repair. Vendor shall arrange his own spare parts for such activities till the system has been finally accepted by the Owner. A detailed report & log of all such repairs shall be

made available by the vendor to Owner/Engineer and shall include cause of faults and repair details.

A detailed time schedule for the activities to be undertaken shall be submitted by Vendor to Owner/Engineer to enable their representatives to be associated with the job.

For location where pole is to be erected by the bidder, ~~as per SOR~~, the Vendor shall have to make the necessary arrangement for equipment earthing without any cost implication to GAIL.

8 nos. of CCTV cameras already installed & operational in township have to be integrated in supplied CCTV server without any additional financial implication to GAIL other than that mentioned in SOR. Hence, vendor shall ensure that the CCTV servers supplied are compatible with that of the existing CCTV cameras at GAIL Vijaipur.

(b) SITE ACCEPTANCE TEST (SAT)

On completion of installation, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the vendor in the presence of GAIL /EIC.

The tests shall include, but not be limited to the following:

- Checks for proper installation as per the approved installation drawings for all the system of the CCTV System/associated items.
- Checks for proper integration of existing CCTV cameras with CCTV systems .
- Functional testing covering the features & functions of CCTV systems along-with its associated items to meet the requirements
- Testing of supplied Spares modules / cards
- Guaranteed performance specifications of individual equipment/item
- Self-diagnostics test on individual equipment
- Tests on remote alarm transmission and reception.
- Any other test not included in SAT document but relevant for site operation

(c) Trial / Test RUN:

Upon conclusion of the site acceptance testing (SAT), the bidder shall keep the CCTV System including CCTV cameras, CCTV Client workstation and associated system/equipment commissioned for “Trial Run” for 30 days. If during the “Test

run”, any defect / fault are noted in the system, the Vendor shall identify & rectify the same and provide the report, history of the fault to GAIL. The decision to repeat the test run shall be of EIC, depending upon the severity of the defect.

If the system fails to come up to the guaranteed performance, the Vendor, within a period of seven (7) days shall take any corrective measures & resubmit the system for another “Test run”. Again, if the system fails to reach the guaranteed performance after the second test run, EIC shall be free to take any action as he deems fit against the Vendor and to bring the system to the guaranteed performance with the help of a third party at the expense of the Vendor.

(d) COMMISSIONING / COMPLETION:

The CCTV system(s) and associated system/equipment shall be considered to be commissioned and taken over, only after successful completion of Test run. However, the takeover by owner shall not be delayed for non-completion of minor works and such jobs which may not affect the desired CCTV operation/function, and such works/ jobs shall be completed by the vendor in accordance with the plan / schedule, which has been approved by the Owner.

The date of successful completion of Test run shall be treated as the ‘Completion Date’ for such purpose as application of contractual provisions such as ‘Price reduction schedule for delayed completion’ etc.

2.4 SUPPLY OF SPARES:

(a) Spares shall be provided as per tender document.. These spares shall not be used by the bidder during commissioning /warranty period. These spares shall be supplied by the bidder along with the respective equipment.

(b) Spares shall be provided from the respective OEM (Original Equipment Manufacturer) from where the respective equipment, subsystems are offered.

(c) All the materials used for O&M of supplied CCTV system will be given by the vendor during the warranty period (02 years). If any spares (owned by GAIL) are used (at the discretion of GAIL) during the warranty period, then it will be replaced with new spare free of cost by the vendor.

(d) Bidder shall provide the address, contact person, fax, and telephone number of the manufacturer of the spare parts. The bidder shall warrant that spare parts for the system would be available for minimum of 05 years from the date of CCTV system commissioning (taking over). After this period if the bidder discontinues the production of spare parts, then he shall give at least 24 months’ notice prior to such discontinuation so that Owner may order such spare parts.

2.5 WARRANTY AND AMC:

The system shall be guaranteed to give specified performance for a period of **24 (twenty four)** months from the date of acceptance after **SUCCESSFUL TEST RUN** of the system by the EIC. Further system shall be under AMC for period of 03 years after completion of warranty, as per **Annexure 2**.

The AMC will be comprehensive in nature and no extra payment (other than the quoted value as per SOR item) towards the repair and maintenance of CCTV system (including CCTV Cameras, Switches, server and NAS and all other associated materials used in the CCTV system along with laid OFC and electrical cables) will be made to the vendor.

The details of services to be provided under warranty / AMC shall include but not limited to the following for all supplied items under this project and all the cost for these supports are in the scope of vendor:

2.5.1 TECHNICAL SUPPORT SERVICE

2.5.1.1 ON-LINE SUPPORT

This includes 24 x 7 (24 hours x 7 days a week) on line support for vendor supplied equipment. GAIL shall utilize this service by intimating the bidder of its unique customer ID in case of any contingency and Vendor in turn provides telephonic support. Depending upon the severity of the issue, engineer shall be sent by vendor to the site as per tender.

2.5.1.2 ON-SITE SUPPORT

To timely troubleshoot, attend the problems & advance replacement of spares/faulty units occurring with CCTV systems i.e. CCTV Cameras, CCTV Servers, Switches etc., the contractor is required to place at least one skilled personnel with minimum qualification of having diploma in IT, Computer, Electronics at GAIL Vijaipur maintenance base during entire warranty & AMC period. Normally, the Services will be required during GAIL's working hours from 09:15 hours to 17:45 hours for six days a week basis. Contractor's deputed personnel shall provide services beyond normal working hours in critical / emergency situation. There will not be any extra payment made by GAIL for the above-mentioned deployment of personnel by contractor for the entire duration of the contract period (of 5 years of Warranty and AMC period).

For the problems not resolved through above-mentioned On-line technical support service, the vendor shall provide onsite technical expert all throughout the warranty/AMC period of 5 years.

For the same, vendor's engineer/personnel, who shall be capable of trouble shooting and looking after the health of the system, shall be made available along with required tool, tackles & maintenance spares at GAIL locations to resolve the problem efficiently.

2.5.2 DOCUMENTATION DELIVERY AND SOFTWARE UPDATION SERVICE

Under Documentation delivery service bidder is required to provide engineering practices and Technical Bulletins for updates without any additional cost to GAIL. All the latest software updates for complete system are also required to be provided under warranty / AMC.

Any type of software up-gradation under warranty/AMC, being carried out by the Vendor / OEM, which is necessarily to be incorporated in the supplied CCTV System for compatibility of the existing systems with future adds-on/ spare cards and facilities shall be carried out by the OEM/supplier without any additional cost to GAIL.

2.5 TRAINING:

There shall be one training course when the system will be made operational. It shall be explicitly understood that owner's personnel shall be fully associated during engineering, installation; testing and commissioning activities and this opportunity shall be taken by bidder to impart on-the-job training.

In addition to site training another technical training of 24 man-days on general functioning of all the systems / sub-systems of the CCTV System, system fault diagnosis / troubleshooting, upgradeability, add-on features and other relevant details shall be provided at vendor's/OEM premises. The boarding & lodging of owner's personnel shall be in the scope of GAIL.

Vendor shall provide comprehensive documentation, course materials, manuals, literature etc. as required for proper training of owner's personnel at vendor's cost.

2.6 PROJECT MANAGEMENT:

The vendor shall provide project management services (PMS) to meet the quality objectives and for the timely completion of the project successfully. The PMS shall include but not limited to the following:

- i) Carry out surveillance on all the project related activities and monitor progress of the project.
- ii) Submit periodic status reports to GAIL. The periodicity of status report will be informed to vendor after the award of contract.

iii) Attend Project Meeting with GAIL's Project Manager & GAIL Management. Based on requirement, the vendor shall come for meetings with GAIL within the shortest possible time, wherein appropriate level of person shall be deployed.

iv) The vendor shall provide the qualified & experienced project management manpower for smooth & timely project execution.

2.7 DOCUMENTATION:

After the award of work, the vendor shall submit the following documents for the complete system for review and approval:

1. Equipment layout drawing.

- Power supply distribution and earthing arrangement.
- OFC/Ethernet/Electrical wiring diagrams for the system.
- Installation drawings with overall dimensions and necessary free spaces.
- Equipment and system Test plans as requested elsewhere in this section.
- Equipment schedule.
- One set manual for each supplied equipment / system, consisting of:
 - a) Detailed technical manual for each type of equipment containing functional diagrams and Description
 - b) Installation Procedure
 - c) Commissioning Procedures
 - d) Operation Procedure
 - e) Troubleshooting & Maintenance Procedures.
 - f) **Original Software License** of all supplied System & associated equipment.
 - g) All the documents submitted by the vendor shall be published/ printed /in soft storage media (like: DVD/CD/Online / Cloud) bearing part/release/version/ revision number of OEM. Photo copied, scanned or any other form will not be acceptable.
 - h) Following documents (included but not limited to) after supply, installation & commissioning of CCTV System is to be provided by the vendor.
 - Installation report of entire System
 - Project document (Original & a Copy)-It will include all details regarding system i.e. system overview, IP Addresses, brochures, manual, up gradation reports, block diagram, wiring diagram, contact details etc.
 - OEM software along with License ID from OEM.
 - Switch software
 - CCTV software

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- List of Material with serial No.
 - CD/DVD etc. of all Software are to be provided by the vendor including License.
2. On the completion of the project, Vendor shall provide As-Built Documents of the system for site.
 3. Any other document not specifically mentioned above but required for satisfactory implementation, operation and maintenance of the system.

2.8 THE VENDOR SHALL PROVIDE ANY OTHER WORK NOT MENTIONED ABOVE, BUT REQUIRED FOR COMPLETING THE WORK IN ALL RESPECT TO THE SATISFACTION OF THE OWNER.

3.0 GENERAL GUIDELINES:

- 3.1** In general, specifications provided throughout this document shall apply. In case of conflict more stringent specifications shall override specifications given elsewhere and decision of the EIC in all such cases shall be final.
- 3.2** As and when bugs found/determined in the software/firmware affecting the performance of the equipment, the vendor will provide patches/firmware replacement or solution to resolve the problem without any additional cost to GAIL.
Modified documentation (hard copies and soft copies) pertaining to supplied items wherever applicable shall also be supplied without any additional cost to GAIL.
- 3.3** In case at the time of implementation there is any change in the system design & configuration to meet the operational requirements, the vendor shall undertake all the activities such as design, manufacture, supply, Installation, etc. of additional equipment hardware and software for which additional financial implication, if any, shall be approved by EIC on the basis of sufficient details and justifications being provided by the vendor.
- 3.4** If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the EIC who shall give his decision in the matter and issue instruction directing the manner in which the work is to be carried out. The decision of the EIC shall be final and conclusive and the Vendor shall carry out the work in accordance thereof.

4.0 OTHER CONDITIONS OF SCOPE OF SUPPLY:

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- Bidder must state categorically whether or not their offer meets all the technical and job specifications. Bidder shall furnish a complete list of deviations from Material Requisition in the prescribed deviation format, if any. Otherwise it will be assumed that there is no deviation from this Material Requisition and no further deviation will be accepted.
 - Bidder shall note that any utility not mentioned but required during detail engineering shall be in his scope only.
 - Bidder shall ensure that the CCTV system and associated items of the system shall not be damaged due to black out or brown out.
 - Bidder shall provide the start-up and shutdown procedure of the complete CCTV system. Bidder shall provide separate cable entries for power supply and signal cables for CCTV system and its accessories.
 - All materials used for packing wrapping, sealers, moisture resistant barriers and corrosion resistances shall be of recognized brand and shall confirm to the best standards. The package shall be suitable for storing in tropical climate.
 - Erection hardware shall be supplied in accordance with the tentative length/distance and as per the requirement on ground.
 - Bidder should assess the actual work properly during pre-bid meeting, to be held at site prior to submission of the bid document. Any change /deviation at latter stage are not acceptable.
 - In case of conflict among the documents covering these MR, owner shall be advised by the bidder and bidder shall obtain owners written consent before proceeding further at all stages of contract starting from bid submission to end of contract.
 - Vendor's quotation, catalogues, drawings, datasheets and operation /maintenance manuals shall be in English language.
 - Standard printed conditions of the tender, if simply attached to the offer will not be acceptable. Any deviation or departure from the provision of the tender conditions must be clearly brought out. Unless specifically brought out, the offer shall be considered to comply in every respect with the terms and conditions contained in the tender.
 - Standards: All designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of equipment. The tenderer shall also state, where applicable, the National or

other International standard(s) to which the whole, or any specific part, of the equipment or system complies.

- The detailed technical specification submitted by the authorized system integrated shall be verified and vetted by the manufacturer in the form of letter/certificate.
- The bidder shall furnish the technical catalogue / brochure for each equipment covering all the specifications mentioned in the Annexures .If some specification is not clearly specified in the catalogue then bidder shall provide undertaking from the OEM regarding the same & shall be tested while FAT.
- Memorandum of Understanding / Agreement of the authorized dealer / integrated with the manufacturer mentioning a back-up support for minimum of 05 years in addition to the initial warranty period of two years from the date of bid.

5.0 TECHNICAL SPECIFICATIONS OF SYSTEM/SUB-SYSTEMS

All the items as per SOR must be capable of maintaining its guaranteed performance when operating continuously round the clock 24X7 all the year round. General specifications are mentioned in Annexure 1. Apart from this, minimum technical specifications for items are given in Annexure A to Annexure F.

6.0 The tentative material details has to have a minimum of the materials as mentioned in detailed in **ANNEXURE-E** in the tender document. The materials, scope of services as mentioned in the Annexure- E are tentative and minimum of the same has to be supplied. However to complete the project additional material (including patch cords, pig tails LAN cables et al) and services if required will be in the scope of the vendor and no extra payments shall be made by GAIL for the same in addition to that as mentioned in SOR.

Vendors may note:

- Annexure E contains the details and the locations of the CCTV cameras to be installed. Location of installing server, Storage, clients et al will be intimated to the vendor at the time of installation and commissioning. The same shall be within GAIL Vijaipur premises.
- Routes for laying Electrical cables and OFC (& duct) shall be shared by GAIL during the PBC/award of the tender. The source of supply for Electrical supply will be at the discretion of GAIL. The scope of supply, laying (including excavation as per Specifications, SCC & SOW) of OFC (& duct) and Electrical cables will be in the scope of the vendor. Vendor will have to follow the EIC instructions.
- Tentative details of length of OFC (& duct) and Electricals cables to be supplied and laid for the said CCTV project has been mentioned in Annexure E. The details are tentative only. Any additional requirement of Cables (both electrical and OFC including duct) for supply as well as laying will be in the scope of the vendor.
- Vendor may make the site visit to assess the ground situation before bidding.
- Hardware supply will be firm as mentioned in the Annexure E

- However cable (both OFC & duct and Electrical) supply and laying (including Excavation) may vary as per the actual requirement. As already mentioned approximately 7500 metres of OFC & 2500 metres of Electrical needs to be laid (including Excavation/road cutting/hume pipe supply & laying if required). These are the tentative details. Bidder may like to apprise itself by visiting the site before bidding. Cable supplies as well as laying has to meet the specifications as detailed in the instant tender.
- Vendor has to ensure the termination of OFC as well as Electrical cables meeting the requirement as mentioned in the tender,
- Vendor will have to use lugs of suitable size for termination of Electrical cables. No termination will be accepted without lugs.
- Splicing/termination of OFC in FTC will be in the scope of the vendor. Vendor has to ensure the proper splicing/termination of OFC in FTC.
- Laying of OFC (inside the duct) has to be at a minimum depth of 900 mm under the ground.
- Vendor has to obtain the necessary permission from the concerned authorities for laying the cables inside the GAIL Vijaipur Premises.

General Specifications

The CCTV cameras and accessories to be supplied, installed and commissioned should be as per following specifications:

1. The CCTV surveillance system (hereafter interchangeably termed as 'System' also) is required to ensure effective surveillance of GAIL Installations as well as to create a tamperproof record for post event analysis.
2. The System shall be mainly comprising of the below-mentioned items:
 - a) True IP CCD/CMOS Colour Video CCTV Cameras for image & video capturing, having Fixed or P/T/Z Lens with individual IP addresses;
 - b) Camera Servers running Video Recording Software, Video Management Software, Video Motion Detection Software / Video Analytic Software etc.
 - c) Network Attached Storage (NAS) for archiving/storage of the recordings;
 - d) Application software (Video Recording Software, Video Management Software, Video Analytic Software and other required software);
 - e) Client Workstation for System Administration / Management / Maintenance / Video Analytics etc along-with LED Monitors, Keyboards, Mouse.
 - f) Network Ethernet Switches for switching and routing various data etc.

3. The System shall be an open standard based integrated system with IP network centric functional and management architecture aimed at providing high-speed manual/automatic operation for best performance. The System should have ONVIF-S profile (Open Network Video Interface Forum) standard/specification compliant CCTV Cameras & Software (Video Management, Video Motion Detection, Analytic Software etc.). The system shall be of open architecture and shall be able to add support for any new video source quickly.
4. The System shall use video signals from various types of indoor/outdoor CCTV cameras installed at different locations, process them for viewing on workstations/monitors at 'Designated Locations' for CCTV monitoring and simultaneously record all the cameras as per requirement after compression using H.264 or better standard. Mouse-KeyBoard shall be used for Pan, Tilt, Zoom, and other functions of desired cameras.
5. The Area under surveillance shall be monitored and controlled from 'Designated Locations' for CCTV monitoring through workstations and Mouse Control. The System should facilitate viewing of live and recorded images and controlling of all cameras by the authorized users present in the Network.
6. Camera Servers shall be available off-the-shelf, on which all the 64-bit software like Application software, Video Management software, Video Recording Software, Video Motion Detection / Video Analytics Software, etc. shall be installed and operate. Each Camera Server (including failover Server) shall have the license for minimum 48 cameras with Video Analytics, thus a total of license for a minimum of 96 CCTV cameras should be made available. At the time of acceptance, license for all the (a minimum of 96) CCTV cameras should be activated and should be made available on the server. The support for the same from the OEM should be made available for 5 years (A certificate from the OEM in this may be submitted during acceptance of the project.)
7. The Server shall offer both video stream management and video stream storage management. The recording resolution and frame rate for each camera shall be user programmable.
8. Facility of camera recording in 5-25 FPS - user selectable as well as in any standard resolution quality upto their maximum resolution – Selectively on individual or on Group of cameras must be available in the system.
9. All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp. Camera ID, Location/Area of recording & date/time shall be programmable by the system administrator with User ID & Password.
10. Video stream from individual cameras shall be recorded on respective Camera Server &, subsequently, archived to SAN / NAS / RAID BACKUP DEVICE (Storage)

device. System shall have provision to automatically over-write the new information after the period of 31 days in FIFO manner & necessary script/algorithm must be available in the application.

11. In order to optimize the memory, while recording, video shall be compressed using H.264 or better standard and streamed over the IP network. Once on the network, video can be viewed on a client workstation or monitor using a hardware decoder (compatible standard Receiver) and shall be recorded on CAMERA SERVER and shall be backed up on SAN / NAS / RAID BACKUP DEVICE (Storage) device on continuous & real-time basis.
12. The System through SAN / NAS / RAID BACKUP DEVICE (Storage) device for archiving/storage of the recordings) shall provide sufficient storage of all the cameras recordings for a minimum period of 31 days @ 15 FPS, at their highest resolution (as mentioned under Technical Specification minimum of 2 MP) considering a Minimum of 4Mbps bit rate with continuous recording (24X7 operation) with recording at 100% of bandwidth.
13. Fail-over feature is required (in 2+1 configuration) i.e. in case of failure of a CAMERA SERVER the relevant cameras under its control / management shall automatically switch over to the redundant CAMERA SERVER.
14. Synchronized Failover feature should be provided with the System to avoid any single point of failure and the System should sustain all its current operations i.e. recording, playback and live video event in the event of primary / failover server failure.
15. All the Camera, Servers, NAS, Client Workstations or any other system should be provided with software along-with its license, to view and control the cameras and retrieve the recorded video images from the CAMERA SERVER/ SAN / NAS / RAID BACKUP DEVICE (Storage) device seamlessly. Web view of cameras shall also be supported by the system with security consideration.
16. The Video Recording & Management Software of the CCTV Surveillance System shall support the following:
 - (a) The software shall operate on open architecture (complying to ONVIF-S profile standards/specifications).
 - (b) The software should have inbuilt facility to store configuration of cameras.
 - (c) The software should be able to control all cameras i.e. PTZ control, Iris control, auto/manual focus, and colour balance of camera, Selection of presets, Video tour selection etc.
 - (d) The software shall be able to generate reports of stored device configuration and shall be able to provide alarm and alarm log.
 - (e) The software should have user access authority configurable on per device or per device group basis.

- (f) The administrator should be able to add, edit & delete users with rights. It shall be possible to view ability / rights of each user or the cameras which can be viewed & controlled as per the permission assigned by the administrator. The users should be on a hierarchical basis as assigned by the administrator. The higher priority person can take control of cameras, which are already being controlled by a lower priority user. There should be minimum 3 hierarchical levels of security for providing user level log in.
 - (g) It should have recording modes viz. continuous, manual, or programmed modes on date, time and camera-wise. All modes should be disabled and enabled using scheduled configuration. It should also be possible to search and replay the recorded images on events, date, time and camera-wise. It should provide onscreen controls for remote operation of PTZ cameras. It should have the facility for scheduled recording. Different recording speeds (fps) and resolution for each recording mode for each camera should be possible.
 - (h) The settings shall be individually configurable for each alarm and each camera pre-record duration. This shall allow the Camera Server to capture video prior to the alarm/event, as well as after the alarm/event. It shall be selectable from a list of values ranging between 0 seconds and 2 minutes or more.
 - (i) The software for clients should be working on a browser based or client based system (All required licences for the client software (minimum 6 no.) shall be provided for remote users in a secured way.
17. The system must support video motion detection algorithms (residing either in CCTV Cameras or Video Management Server end). The enabling of Video Motion Detection shall be user-configurable: either in a continuous basis or in scheduled manner for particular times, dates, days, months etc.
18. The algorithm must be able to provide the minimum functionalities of detect and track objects, learn the scene, adapt to a changing outdoor environment, ignore environmental changes including rain, hail, wind, swaying trees and gradual light changes.
19. The user shall be able to configure the parameters for each camera: Detection Type: Continuous or scheduled the system shall support video analytic software for real-time processing of live video streams and take consequent actions based on the rules set in the system. As the Video Analytic Software is resource hungry, selection of CCTV Cameras for which Video Analytic Software is required to be implemented, shall be planned before designing the system hardware. The system shall support activation of the video analytic software for any or all installed CCTV Cameras. The system must have the minimum features for: Actions to Perform When Motion is detected: Generate an alarm in the Security System & Start a recording.
20. The system shall support video analytic software for real-time processing of live video streams and take consequent actions based on the rules set in the system. As the Video Analytic Software is resource hungry, selection of CCTV Cameras for which

Video Analytic Software is required to be implemented, shall be planned before designing the system hardware. The system shall support activation of the video analytic software for any or all installed CCTV Cameras. The system must have the minimum features for :

- (a) Intrusion detection
- (b) Wrong direction movement detection
- (c) Trip-wire
- (d) Crowd detection
- (e) People & Object
- (f) Camera Tampering
- (g) Loitering
- (h) Unattended Object
- (i) Object Removal detection

21. The Software shall support seamless integration with all other software of the system. The software should be ONVIF-S profile compliant and the API for integration with 3rd party video management systems shall also be available. The system shall be flexible and of open architecture so that it should be possible to implement any custom video analytics feature in all cameras (In case of PTZ camera only when it is in fixed mode) as per requirement during implementation of the system.
22. System shall be triplex i.e. it should provide facility of Viewing, Recording & Replay simultaneously.
23. System must provide built-in facility of watermarking to ensure tamperproof recording so that these can be used as evidence at a later date, if so desired. The recording shall support audit trail feature.
24. The offered system shall have facility to export the desired portion of clipping (for a duration: from a desired date/time to another desired date/time) on CD or DVD. Viewing of this recording shall be possible on standard PC using standard software like windows media player / supporting format etc.
25. System should have feature to generate alert in case of any tampering with the CCTV cameras.
26. System should have feature to generate alerts when the data utilization in storage system gets near to its full capacity.
27. The System should provide inter-operability of hardware, OS, software, networking, printing, database connectivity, reporting, and communication protocols. System

expansion should be possible through off-the-shelf available hardware like servers and PC/Workstations.

28. Synchronized Failover directory feature should be provided with the offered systems to avoid the single point of failure. Also the system should sustain all its current operations i.e. Recording, playback and live video even in the event of primary as well as failover directory failure. This functionality can either be loaded on any of the recording server or on a dedicated server.
29. The System must support integration with PA system, Access Control System, Fire-Alarm Systems etc. with open protocol like MODBUS, TCP/IP. The SDK, License for the same shall be provided by vendor.
30. The System should not require any renewal / upgradation of any license (for Hardware / Software) without any system upgradation after successful commissioning of the system at site.
31. System shall have provision of integration with GAIL's Telecom / IT infrastructure for extending the accessibility / monitoring of CCTV cameras to/from other GAIL locations. The System must have the capability to integrate with other IP network for remote operation / monitoring of the system. The system shall support Remote Clients with following minimum functionalities:
 - (a) Login from client software
 - (b) Remote view and search
 - (c) Remote configuration
32. The system shall support web based clients connecting to it via the Internet.
33. The System shall keep track of all configurations & events in the form of log. This will help in proper System administration & management of redundancies etc.
34. The System shall support the following provisions for system integration & customization:
 - (a) Simple API for integration with 3rd party Video Management Systems
 - (b) Advanced meta data streaming API
 - (c) Seamless connection with Video Analytics Enterprise server used for managing individual Video Analytics Software instances and generating combined reports.
35. The System should support automatic full system restore after unexpected events like complete power loss.
36. All the major components of the CCTV systems shall be latest but field-proven and shall not be End-of- Life / Outdated; the same shall have to be supported by

concerned OEM for at-least 5 years period from the date of supply. Certificate in this context from concerned OEM shall be provided with the bid.

37. The power cable (2.5 mm) and Ethernet cat 6: both should be armoured. Supply, installation, Clamping, Fixing be done in an aesthetics way on the pole/L-shape angle etc.
38. All the common & critical components of the storage device, like Controller/CPU, Memory, Network Connectivity, Power Supply Units, Cooling Fans etc. shall be hot-swappable and shall have 1+1 redundancy for automatic failover without any service degradation and no single point of failure shall be there leading to total failure of the storage. Hard-disks shall have redundancies in the form of RAID-6 deployments. All licenses for the all the features / facilities shall be provided.

FUNCTIONALITIES:

The minimum functionalities of the CCTV Surveillance system shall be as under:

39. **Viewing:** The system shall provide the following viewing functionalities as a minimum:

Live Video: The live output from cameras shall be viewed on LED TVs connected to Client Machines. These shall support Single camera view and Quad view of up to sixteen cameras in 4X4 matrix. All the cameras in the view shall provide simultaneous live streams.

Also the software should support viewing in 2X2 matrix with software configurable manner; Sequence viewing of camera preset positions; Modifying settings for a camera; Modifying recording settings for a camera; Adding and deleting cameras; Creating schedules for recordings and video motion detection; Monitoring of multiple alarms, Modifying Video Analytics settings and tuning for: Video Motion Detection / Object Classification etc. Users shall be able to select a camera from a tree control listing the cameras available to the user.

Single Camera: With this functionality, the user shall be able to:

- (a) View the live output from any selected camera;
- (b) Pan, tilt, zoom and focus any PTZ camera using a mouse, keyboard / Software at the Client PC/Server.
- (c) Manually record live video.
- (d) SD Card to support the video recording / storing in case of temporary network/servers/etc. failure.

Quad View: With this functionality, the user shall be able to view in 2x2 or 4x4 view. A quad view consists of cameras viewed simultaneously on a single display. The quad view shall be divided into four quadrants. For each quadrant the quad view shall have number of cameras or be blank. Within each quadrant the quad view shall be configured to cycle between any of the cameras accessible to the user on a

configurable time basis. Any Camera can be assigned to any quad.

Sequence View: With this functionality, the user shall be able to view cameras in sequence. A sequence view consists of a single camera view, which can be cycled on a time basis. Pan-tilt-zoom cameras, which support preset positions, can have these presets cycled on a time basis. In this way an operator can view a variety of presets on a series of PTZ cameras. Fixed cameras can also be included in the sequence and cycled accordingly. There shall be no limit to the number of cameras that can be assigned to a single Sequence View. There shall also be no limit to the number of available Sequence Views. Each salvo should be made available for a specified length of time.

40. **Camera settings:** Through this functionality the users shall be able to configure all settings for all cameras in the network. The configurable settings shall be minimum:

- (a) Camera Details (Name, Location, Description, Camera ID, Frame-rate, Unicast/Multicast transmission of video etc.);
- (b) Camera Connection (Pan speed, Tilt Speed, Zoom speed, Focus speed, Iris speed etc.);
- (c) Camera PTZ Control;
- (d) Security (Control Level, Control Reservation Period etc.);
- (e) Camera Deletion

41. **Recording:** Through this functionality the users shall be able to record live video in following methods:

- a. **User activated:** With user-activated recording, the user shall be able to record video streams with various configurable parameters for any camera like: Pre-Record Duration, Frame Rate, Record Duration, Retention Period etc. Frame rate for the recording
- b. **Event activated:** With event-activated recording, the system shall be able to automatically record video streams from any camera on reporting of any pre-defined event or alarm. In this, user can configure various parameters like: Pre-Record Duration, Post-Record Duration, Frame Rate, Retention Period etc.
- c. **Scheduled:** The system shall have the ability to schedule recordings for each individual camera for times in the future. For each scheduled recording the user shall be able to configure the following:
 - i. Start time
 - ii. Stop time
 - iii. Frame rate for the recording
 - iv. Retention period before the recording will be deleted
 - v. Recurrence (if this is to be a recurring schedule)
 - vi. DescriptionThere shall be no limit on the number of schedules that can be entered for the system. There shall be no limit to the number of schedules per camera.

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42. **Video motion detection activated:** The system must have the ability to record video streams based on video motion detection algorithms; the motion detection functionality can be achieved from the Cameras or Servers on continuous or scheduled manner.
43. **Snapshot:** The system shall provide every operator (client) with the ability to record the current frame of video. This snapshot of video shall be stored as a bitmap file. The file name shall be automatically generated by the software and include the camera name, date and time of the recording.
44. **Alarm Handling:** The system shall support the following alarm-handling features:
- (a) Alarms categorization – logs, warnings and alerts
 - (b) Manual and auto alarm acknowledgement
 - (c) Alarms stacking / queuing
 - (d) User configurable alarm handlers
 - (e) Generation of Email / SMS for alarm reporting
 - (f) FTP upload (in Camera)
 - (g) Alarm video clip recording
 - (h) Alarm image recording
45. **Search:** The system shall provide a simple search for all video recorded. The search shall be based on minimum:
- (a) Camera based search
 - (b) Time based search
 - (c) Event based search

It shall also include any cameras including those that might have been deleted from the system but still have video stored on a Camera Server or on archived media. The time criterion shall be selected from a calendar and time line control.

The software shall be able to generate reports with images and videos, Charts and graphs etc. The system should also support generation of reports that can also be exported to XML / CSV / PDF formats and it shall also be possible to generate automatic periodic report.

46. **Viewing Recordings:** The system shall make available recorded video to all clients, which have adequate security. Each user shall only be able to view recordings from cameras they have security access to view. A display shall be provided to view recordings from any Operator Station. From this display, the operator can select the recording he/she wishes to view, which shall be immediately shown in an embedded video player. System should be capable of providing facility of viewing, recording & replaying simultaneously without compromising the quality.
47. **System and User Audit Trail:** System shall have the capability that all user actions on the Operator Station be recorded in a log file along with the Security System. System should ensure that once recorded, the video cannot be altered, ensuring the audit trail intact for evidential purpose. This log must also contain a history of the

status of the system components. It shall list the status of all cameras, streamers, servers and other system components including when they were disabled or failed. The log of user and system actions shall be available in text format and automatically included with any video recordings that are exported.

48. **Storing & Archiving:** The system shall include an online storage for maintaining minimum Video stream recording from individual cameras on respective Camera Server & subsequently archived to SAN / NAS / RAID BACKUP DEVICE (Storage). The Camera Server shall store 1 day's recorded Video stream from all the CCTV Cameras on continuous basis for the PTZ Cameras and on motion-detection basis for the Fixed cameras at any resolution up to its maximum resolution as mentioned under Technical Specifications @ 25 FPS frame rate and subsequently shall be archived to SAN / NAS / RAID BACKUP DEVICE (Storage). The SAN / NAS / RAID BACKUP DEVICE (Storage) shall have capacity of archiving minimum 31 days for 80 camera or MINIMUM 113TB usable capacity storage of each SAN / NAS / RAID BACKUP DEVICE (Storage). Recording from all the CCTV Cameras(minimum of 2MP) on continuous basis for the PTZ Cameras and on motion-detection basis for the Fixed cameras at any resolution up to its maximum resolution as mentioned under Technical Specifications @ 25 FPS. System shall have provision to automatically over-write the new information after the period of 31 days in FIFO manner & necessary script/algorithm must be available in the application.

49. **Additional Functionalities / Features:** In addition to above mentioned functionalities, the following functionalities shall also be supported by the system:

- (a) Support for numerous third-party applications and plug-ins to provide a broad range of integration options including access control, analytics tools, central monitoring, alarm handling etc.
- (b) Supports up to Six concurrent users and licensed to grow.
- (c) Bandwidth usage indicator
- (d) Independent layout settings for each screen
- (e) Instant replay
- (f) Magnifying glass/Digital zoom
- (g) Interactive digital PTZ
- (h) Video overlay text
- (i) USB/Network-based joystick support
- (j) Automated daily reports e-mailing
- (k) Video navigation - play, pause, up to 16X fast forward and up to 16X rewind in multiple steps
- (l) Automatic optimization option in server to lower resource usage, after the settings are done.
- (m)Diagnostics parameters display
- (n) Watchdog to monitor system & application health

50.

ENVIRONMENTAL CONDITIONS:

The CCTV System offered shall be capable of maintaining its guaranteed performance when operating continuously round-the-clock under the following environmental conditions.

a)	Operational Temperature	0 °C to +35 °C [For CAMERA SERVER & SAN / NAS / RAID BACKUP DEVICE (Storage)]
		(-) 10°C to (+) 50°C [For all other supplied items, that are to be installed outdoor, if not mentioned otherwise specifically under specification]
		-5 °C to +60 °C
b)	Storage	The equipment shall withstand transportation & handling by air sea & road under packed conditions
c)	Shock and vibration	As required for electronic equipment working in vicinity of compatibility HF/VHF/UHF systems
d)	Electro Magnetic	

51.

- (a) **SUGGESTED MAKES OF CCTV CAMERAS:** American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix / [Approved Make of VMS / VAS OEM (Cisco / Genetec / Milestone / MindTree / Mirasys / NICE / UltraIP / Verint / i2V / Video IQ / Mate / Object Video / Agent VI / NICE / Verint / iOmniscent)]
- (b) **SUGGESTED MAKES OF VMS:** Cisco / Genetec / Milestone / MindTree / Mirasys / NICE / UltraIP / Verint / i2V / Approved Make of Camera-OEMs [American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix]
- (c) **SUGGESTED MAKES OF VAS:** Video IQ / Mate / Object Video / Agent VI / NICE / Verint / iOmniscent / Approved Make of Camera OEMs [American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix]
- (d) **SUGGESTED MAKES OF EXTERNAL IR (IF ANY):** Videotec/Raytec/Bosch/Axis

SECTION-VI

SCHEDULE OF RATES/PRICE SCHEDULE

**[Note: Price schedule in PDF to be
downloaded from e-tender portal under
“Step 4: See Notes and Attachments
Attachments/SOR”].**