



PMC Services for Installation of GTC at GAIL, Gandhar

ENQUIRY DOCUMENT

(Document No : B240-910-KA-MR-5010-504-RFQ)



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MASTER INDEX

(BIDDING DOCUMENT NO.: SM/ B240-910-KA-MR-5010/504)
E-TENDER NO: 8000015298

<u>S. NO.</u>	<u>DESCRIPTION</u>
1.	COVER PAGE
2.	MASTER INDEX
3.	SECTION-I: INVITATION FOR BIDS
4.	SECTION-II: BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
5.	SECTION-III: INSTRUCTIONS TO BIDDERS (ITB),BDS AND ANNEXURES
6.	FORMS & FORMAT
7.	SECTION-IV: GCC GOODS & WORKS – AVAILABLE IN GAIL WEBSITE
8.	SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)
9.	ANNEXURES TO SCC - PURCHASE
10.	SECTION-VI: SCHEDULE OF RATES ALONGWITH PREAMBLE TO SOR, SP-1, SP-2, SP-3, SP-4, SP-5, & SP-6.
11.	SECTION-VII: TECHNICAL DOCUMENT



SECTION-I

INVITATION FOR BID (IFB)



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: B240/5010/504

Date: 24.09.2019

To,
[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE UNDER INTERNATIONAL COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 GAIL (India) Limited [having registered office at 'GAIL Bhawan', 16, Bhikaiji Cama Place, R.K. Puram, 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 supply /job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)

SCOPE OF SUPPLY /PROCUREMENT

Design, engineering, manufacture, inspection and testing, packing, delivery, supervision of erection and commissioning of complete **Gas turbine (as per API Std. 616) driven centrifugal compressor (as per API Std. 617 Chapter 1 & 2) package* (GTC package*)** [at GAIL Gas processing unit Gandhar].

Sl. No	Item No.	Quantity W+S	Capacity	Suction Pr. @ B/L	Discharge Pr. @ B/L	Mol. Wt.	Driver type (\$)
(i).	910-K-901	1W+0S	3.5 MMSCMD	36-39 kg/cm2G	92 kg/cm2G	17.88	Gas Turbine
(\$) Aero-derivative/Light industrial/Heavy Industrial with DLE/DLN combustors							

* **Package, as a minimum,** includes Centrifugal Compressor (Flange to flange) alongwith all supporting/associated auxiliary systems (i.e. Lube-Oil, Seal gas, Fuel-Gas etc.) alongwith all inter-skid piping, utility piping upto package B/L, Gear-unit (as applicable), Coupling, base-plate, Gas turbine (Flange to flange) alongwith all supporting/associated auxiliary systems (i.e. air intake system, exhaust system, fuel conditioning system, all necessary systems for GT starting, acoustic hood with ventilation system, fire suppression system etc.), control panel, necessary instrumentation and controls, all loose supply items (i.e. Suction Strainer, Anti-surge valve, Field mounted instruments etc.), vibration/temperature monitoring system etc..

Note: Suction/Discharge Knock-out drums, all process heat exchangers, process gas piping etc. are excluded from the scope of bidder.

For complete details refer bid document.



(B)	TENDER NO. & DATE	SM/ B240-910-KA-MR-5010/504 E-TENDER NO: 8000015298												
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td> </td> </tr> <tr> <td>TWO BID SYSTEM</td> <td>☒</td> </tr> </table>			SINGLE BID SYSTEM		TWO BID SYSTEM	☒						
SINGLE BID SYSTEM														
TWO BID SYSTEM	☒													
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td>☒</td> </tr> <tr> <td>MANUAL</td> <td> </td> </tr> </table>			E-TENDER	☒	MANUAL							
E-TENDER	☒													
MANUAL														
(E)	CONTRACTUAL DELIVERY DATE	Delivery/Completion Schedule: Indian Bidder: Within 14 (Fourteen) Months on FOT Dispatch Point Basis from the date of Fax of acceptance (FOA). Date of LR/GR shall be considered as date of delivery. Foreign Bidder: Within 13 (Thirteen) Months on FOB international seaport Port of exit basis as per INCOTERMS 2010 from the date of Fax of Acceptance. Date of Clean bill of lading shall be considered as the date of delivery.												
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td>☒</td> </tr> <tr> <td>NOT APPLICABLE</td> <td> </td> </tr> </table> <table border="1"> <thead> <tr> <th>Bidder -- ></th> <th>Indian Bidder (In INR)</th> <th>Foreign Bidder (In USD)</th> </tr> </thead> <tbody> <tr> <td>BID SECURITY / EARNEST MONEY DEPOSIT (EMD)</td> <td>98.68 Lakhs (Indian Rupees Ninety Eight Lakhs Sixty Eight Thousand only)</td> <td>135,942.00 (US Dollar One Hundred Thirty Five Thousand Nine Hundred Forty Two only)</td> </tr> </tbody> </table> Note: In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per law (if any) is to be fulfilled by the concerned foreign bidder. (Refer clause no.16 of ITB & BDS for details)			APPLICABLE	☒	NOT APPLICABLE		Bidder -- >	Indian Bidder (In INR)	Foreign Bidder (In USD)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	98.68 Lakhs (Indian Rupees Ninety Eight Lakhs Sixty Eight Thousand only)	135,942.00 (US Dollar One Hundred Thirty Five Thousand Nine Hundred Forty Two only)
APPLICABLE	☒													
NOT APPLICABLE														
Bidder -- >	Indian Bidder (In INR)	Foreign Bidder (In USD)												
BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	98.68 Lakhs (Indian Rupees Ninety Eight Lakhs Sixty Eight Thousand only)	135,942.00 (US Dollar One Hundred Thirty Five Thousand Nine Hundred Forty Two only)												



(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 24.09.2019 (17.00 Hrs, IST) to 23.10.2019 (14.00 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 (iv) Government E-Market (GeM) Portal
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 10.10.2019 Time : 14.00 Hrs, (IST) Venue : GAIL (India) Limited, GAIL JubileeTower, B-35-36, Sector-1, Noida-201301, Dist.Gautam Budh Nagar, Uttar Pradesh (India)
(I)	BID DUE DATE, & TIME	Date : 23.10.2019 Time : 14.00 Hrs, (IST)
(J)	DATE, & TIME OF UN-PRICED BID OPENING & VENUE	Date : 23.10.2019 Time : 15.00 Hrs, (IST) Venue : GAIL (India) Limited, GAIL JubileeTower, B-35-36, Sector-1, Noida-201301, Dist.Gautam Budh Nagar, Uttar Pradesh (India)
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Sunita Mitra, Designation: GM (SCM), Engineers India Ltd. Phone No. & Extn : 011-26763504 / 3516 Direct No.: 011-26763504 / 3516 e-mail : s.mitra@eil.co.in , shyamal.biswas@eil.co.in

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

- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 The following documents in addition to uploading in the e-bid on GAIL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in the e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
 - i) EMD/Bid Security
 - ii) Power of Attorney
 - iii) Integrity Pact
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (G) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.
- 8.0 Bid must be submitted only on <https://etender.gail.co.in>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.

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 Supply /Specification(s) as specified in Tender Document.

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information. Also bidder are requested to submit acknowledgment through EIL Tender Portal (<http://tenders.eil.co.in>).
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

Enclosures:

1. Section-I : Invitation for Bid [IFB]
2. Section-II : Evaluation Methodology
3. Section-III : Instructions to Bidders [ITB]
 - : Annexure-I: Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices
 - : Annexure-II : Procedure for evaluation of performance of Vendors/ Suppliers/ Contractors/ Consultants
 - : Annexure-III: Addendum to instructions to bidders (Instructions for participation in E-Tender)
 - : Annexure-IV: Bidding Data Sheet (BDS)
 - : Annexure-V: Packing, Marking, Shipping and documentation specifications for Indigenous Materials
 - : Annexure-VI: Policy to provide purchase preference (linked with local content) (PP-LC)
- ; Forms & Format
4. Section-IV : General Conditions of Contract – Goods [GCC] – (refer ITB to download)
5. Section-V : Special Conditions of Contract [SCC]
 - : Annexure-I: Payment terms
 - : Annexure-II: No Claim Certificate
 - : Annexure-III: Indemnity Bond
6. Section-VI : Price Schedule
7. Section-VII : Material Requisition B240-910-KA-MR-5010



Cut-Out Slip

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : SM/ B240-910-KA-MR-5010/504

Description : GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

Bid Due Date& Time : 23.10.2019, 14.00 Hrs (IST).

From:

To:

.....	Ms. Sunita Mitra – GM (SCM Engineers India Bhawan, 1st Floor, 1, Bhikhaiji Cama Place, Engineers India Limited New Delhi- 110066

[(To be pasted on the envelope containing Bid Physical documents (Earnest Money Deposit/ Bid Security, Integrity Pact, Power of Attorney)]

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA**A. BIDDER QUALIFICATION CRITERIA (BQC):****1.0 TECHNICAL CRITERIA**

In order to qualify for this project shall be as under for the above GTC package and for equipment (individually):

- 1.1. The Bidder shall either be a manufacturer of Centrifugal compressors (As per API 617 Chapter-1 & 2) or a manufacturer of Gas turbines (As per API 616) or both & shall have supplied such Gas turbine driven centrifugal compressor package as a single point responsibility Vendor (SPRV). The Bidder shall also either be the manufacturer of the proposed Centrifugal compressor (As per API 617 Chapter-1 & 2) or the manufacturer of the proposed Gas turbine driver (As per API 616) or both and shall also be the (SPRV) for the offered Gas turbine driven centrifugal compressor package*.
- 1.2. The Bidder shall have engineered, designed, packaged, tested and supplied, in the last TWENTY (20) years, at least ONE (1) Gas turbine (API 616) driven centrifugal compressor (API 617 Chapter-1 & 2) train[#] from the proposed manufacturing plant (of centrifugal compressor or gas turbine, as the case may be) having similar Gas Turbine ISO rating (80% or higher), as compared to the proposed train[#] and as a minimum the reference GTC train[#] shall have completed at least ONE (1) year operation at site, as on the bid due date.

Gas Turbine driven centrifugal compressor train comprises of centrifugal compressor, coupling(s), gear-box (as applicable) and gas turbine with on-skid accessories.

Note: The TWENTY (20) years time period mentioned above shall be reckoned from the *bid due date*. References wherein the machine running configuration is with standby units, the same shall not be considered as VALID references.

- 1.3. The compressor model offered shall be from the existing compressor model series and shall be from the regular manufacturing range of the manufacturer. The offered compressor model shall meet the following minimum service and manufacturing experience requirements as specified below:
The offered Compressor shall be identical in terms of Model No./frame size and similar in terms of Rated power (80% or higher), Rated speed (80% or higher), fluid handled (HC), Rated flow (80% or higher in Am³/hr) & polytropic head (80% or higher) as compared to at least ONE (1) unit designed, manufactured, tested and supplied from the proposed manufacturing plant in the last TWENTY (20) years and the reference unit shall have completed at least ONE (1) year operation at site, as on the bid due date.

In case all the above parameters are not available from single past reference, more than one reference can be cited / considered to satisfy the above qualification requirement.

Note: The TWENTY (20) years time period mentioned above shall be reckoned from the *bid due date*.

- 1.4. The gas turbine model offered shall be from the existing regular production range of the manufacturer, and the rating offered shall be based on internationally published rating. The offered

Gas Turbine model shall meet the following minimum service and manufacturing experience requirements as specified below:

The offered Gas-Turbine shall be identical in terms of Model No./frame size, published ISO power rating, combustors (i.e. DLE/DLN) and similar in terms of rated site power (80% or higher) @ site conditions with the specified fuel type as compared to at least ONE (1) unit designed, manufactured, tested and supplied from the proposed manufacturing plant in the last TWENTY (20) years and the reference unit shall have completed at least ONE (1) year operation at site, as on the bid due date.

In case all the above parameters are not available from single past reference, more than one reference can be cited / considered to satisfy the above qualification requirement.

Note: The TWENTY (20) years time period mentioned above shall be reckoned from the bid due date.

- 1.5. In case the bidder is a manufacturer of the proposed Centrifugal Compressor and also is licensee not meeting the above criteria as per Clause No. 1.3 on his own, he can substitute the references of his Collaborator (licensor) provided the following conditions are met by him:

- (a). The bidder shall be a regular & established manufacturer of specified type of **equipment*** and shall have supplied smaller and/or larger frame sizes of equipment from the proposed manufacturing plant and proves to the satisfaction of the purchaser that he does possess the manufacturing & testing facilities for the offered equipment.

***Equipment means Centrifugal Compressor**

- (b). Bidder's Collaborator (licensor) meets the criteria as per Clause no. 1.3.
- (c). Bidder's license agreement is valid & continues to be valid till atleast TWO (2) years after the delivery of the equipment. Necessary documents to establish the same shall be furnished in the proposal.
- (d). The bidder imports the following critical components (as applicable) from his Collaborator (licensor)/Collaborator's sub-vendors.

Sl. No.	Applicable Critical components
1.0	• Impellers and Diffusers, as applicable. • Complete rotor • Casing, rough machined. <i>[Casing includes all pressure containing parts].</i> • Bearings

- (e). Bidder's Collaborator (licensor) furnishes the following detailed design & drawings for critical sections such as:

Sl. No.	Applicable Critical components
1.0	• Housings, supply & return arrangements & partitioning arrangements between lube & seal chamber along with buffer gas induction system. • Mixing chambers for side stream induction/extraction • Thrust balance system.

- (f). Bidder's Collaborator (licensor) furnishes a written back up guarantee regarding design, mechanical integrity and performance of the machine equivalent to as if the machines were manufactured & supplied by the Collaborator (licensor).

1.6. (a). In case of take-over of an OEM (Original Equipment Manufacturer) by the Bidder without any relocation of manufacturing facility of the proposed equipment model series, the experience of erstwhile OEM meeting the BQC requirements specified in Clause 1.3 and/or 1.4 above, can also be considered as valid, provided the proposed plant of manufacturing is same as that of the references.

(b). In case of take-over of an OEM (Original Equipment Manufacturer) by the Bidder with relocation of manufacturing facility of the proposed equipment model series, the experience of erstwhile OEM meeting the BQC requirements specified in Clause 1.3 and/or 1.4 above, can also be considered as valid, provided the proposed plant of manufacturing is same as confirmed against Sl. No. 1.2.

Note: In case of a relocation of the manufacturing facility from the old OEM's plant to the bidder's manufacturing facility, certification from the CEO of the bidder regarding shifting of manufacturing of complete model series (as proposed) from old plant to the new plant shall be submitted in the bid/offer.

Note: (i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

2.0 **FINANCIAL CRITERIA**

(i) **Turnover:**

The minimum annual turnover of the bidder as per the audited financial statement during any one of the three preceding financial years shall be as under:- ▽

Description	Minimum Value Required	
	Indian Bidder	Foreign Bidder
	(in INR)	(in USD)
Annual Turnover	49.90 Crore	6.88 Million

(ii) **Net worth:**

Net worth of the bidder should be positive as per the last audited annual financial statement.

(iii) **Working capital**

The minimum working capital of the bidder as per the last audited annual financial statement shall be as follows:-

Description	Minimum Value Required	
	Indian Bidder	Foreign Bidder
	(in INR)	(in USD)
Working Capital	9.98 Crore	1.38 Million

Notes:

(i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming

the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-15. ▽

- (ii) **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.
- (iii) **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.

3.0 Eligibility criteria in case bid is submitted on the basis of technical experience of Foreign based another company (Supporting Company) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa: ▽

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

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

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

- (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.

- (v) The Financial BEC of tender is to be met by bidder on their own

B. DOCUMENTS REQUIRED WITH BID:

1. TECHNICAL CRITERIA OF BEC:

Bidder shall submit the following documents to establish that the bidder meets the Qualification requirements as per clause no. A 1.0 above of this document:

- (a) Duly completed Bidder Proven Track Record Pro-forma as enclosed with the bid document, together with all back-up documents specified therein, duly authenticated as required.
- (b) Documentary evidence like copies of Purchase Order, Inspection release note (IRN)/Dispatch invoice, approved documents (i.e. Datasheets, P&IDs, drawings, correction charts etc.) towards meeting PTR requirements [as per A(1.2), A(1.3), A(1.4) above], based on which qualification is sought. ▽
- (c) Bidder shall also furnish certificate from Owner/PMC towards operation for a minimum period of one (1) year. Alternatively, Certificate issued by CEO or CFO or Company Secretary of Bidder is also acceptable. In such a case, bidder shall submit certificate/undertaking from CEO or CFO or Company Secretary of the bidder on their letter head indicating "The referenced Model of the proposed item/s has been in operation for a minimum period of one year as on bid due date."
- (d) General Reference List for the proposed equipment.
- (e) Latest Product Catalogs of the manufacturer for the proposed equipment.

- (f) In case qualification is sought as per Clause A(1.5), bidder shall also submit the following in addition to above Clause 1.0 (a) to 1.0 (e):
- Documents for establishing the bidder as a licensee of the Licensor as per requirement of Clause A(1.3) including documents like copy of live technical license agreement, it's validity etc.
 - Back-up guarantee of the Licensor.
 - Corporate Guarantee of the Licensor.
- (g) In case qualification is sought as per Clause A(1.6), bidder shall also submit documents to establish the take-over of OEM by the bidder & relocation of manufacturing facility (as applicable), duly signed by the CEO or CFO or Company Secretary of the Bidder in addition to above Clause B 1.0 (a) to (e).

2. FINANCIAL CRITERIA OF BEC:



S. No.	Description	Documents required for qualification
a	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.
b	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of last Financial Year along with un-priced bid.
c	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] for the last audited Financial Year along with un-price bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned in 2 (iii). above. The line of credit letter from bank to be submitted strictly as per format at F-15.
	General	
	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.

C. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) TECHNICAL CRITERIA OF BEC:

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be verified and certified by any one of the following independent third party inspection agency:

- (i) Société Générale de Surveillance (SGS)
- (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLISPL)
- (iii) International Certification Services (ICS)
- (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
- (v) DNV GL
- (vi) TUV Rheinland (India) Pvt Ltd
- (vii) TUV SUD South Asia Pvt Ltd
- (viii) TUV India Pvt Ltd (TUV Nord Group)
- (ix) Intertek India Pvt Ltd
- (x) Moody International (India) Pvt Ltd
- (xi) RINA India Pvt Ltd
- (xii) Tata rojects Ltd
- (xiii) Competent Inspectorate and Consultant LLP
- (xiv) ABS Industrial Verification (India) Pvt Ltd

Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation (BEC) as per proforma attached at Annexure-I to Bidder and same will be submitted by bidder in their bid.

All charges of the Third party for verification and certification shall be borne by the Bidder.

(ii) FINANCIAL CRITERIA OF BEC:

(a) FOR INDIAN BIDDER:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a Chartered Accountant / Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

(b) FOR FOREIGN BIDDER:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a Chartered Accountant Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

D. EVALUATION METHODOLOGY:

The evaluated price of bidders shall include the following:

(a) Where only Indian Bids Exist, evaluated price shall consist:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods
- iii) Training Charges
- iv) Hazop study Charges
- v) PGTR Charges
- vi) Technical loading as defined in the Bidding document
- vii) Input tax credit shall be considered for evaluation

Notes:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue). 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.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) Indian bidder to consider input tax credit of GST (in case of import of raw materials/components) in their quoted prices.
- (v) GST amount shall not be loaded on the bidder's price as 100% credit available to the Owner.

(b) Where only Foreign Bids Exist, evaluated price shall consist:

- (i) CFR (Mumbai Port) price quoted by the bidder
- (ii) Training Charges
- (iii) Hazop study Charges
- (iv) PGTR Charges
- (v) Technical loading, if any, as defined in the Bidding document
- (vi) Input tax credit shall be considered for evaluation

(c) Comparison of prices where both Foreign Bids and Indian Bids Exist:

Indian Bid:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Training Charges
- iii) Hazop study Charges
- iv) PGTR Charges
- v) Technical loading as defined in the Bidding document
- vi) Input tax credit shall be considered for evaluation

Notes:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. 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.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) Indian bidder to consider input tax credit of GGST (in case of import of raw materials/components) in their quoted prices.
- (v) GST amount shall not be loaded on the bidder's price as 100% credit available to the Owner.

Foreign Bid:

- i) CFR price quoted by the bidder
- ii) Marine Insurance @ 1% of FOB Price
- iii) As on the Bid Due date, Prevailing Project Rate of Import Duty on CIF value. Import Duty comprises of basic custom duty @ 5% + Social Welfare Surcharge@10%.
- iv) Training Charges
- v) Hazop study Charges
- vi) PGTR Charges
- vii) Technical loading as defined in the Bidding document
- viii) Input tax credit shall be considered for evaluation

Notes:

- i) The prices from foreign bidders are to be obtained on the basis of FOB as well as CFR,[Mumbai Port] basis.
- ii) If Foreign bidder emerges as L1 bidder the order shall be placed on CFR,[Mumbai Port] basis.
- iii) The Project Rate of Custom Duty shall be considered for evaluation.
- iv) In case of applicability of concessional rate of Import Duty/Custom Duty (if quoted by foreign bidder in terms of Clause No. 12.2.3 of ITB, the shall also be considered for evaluation/comparison of bid.

- v) GST amount shall not be loaded on the bidder's price as 100% credit available to the Owner.

(d) REVERSE AUCTION

- 1) GAIL shall finalize tender after conducting reverse auction except in those cases where less than four techno-commercially acceptable offers are available.

In case, after techno commercial evaluation in a tender, number of technically & commercially acceptable offers are less than 04 (four) then no reverse auction will be conducted (but the GAIL/EIL shall take appropriate decision regarding conducting offline price negotiation, if required).

Accordingly, the decision to conduct reverse auction shall be communicated to shortlisted bidders prior to opening of price bid.

- 2) In case of reverse auction, after the Techno-commercial evaluation of bid is completed, the priced bids for acceptable bidders shall be opened by GAIL and EIL. Bidder will not be allowed to attend the price bid opening. Based on these opened Prices, the evaluated price of all the bidders shall be worked out.
- 3) Reverse Auction shall be conducted with the evaluated Price of various bidders as the Bid Opening Price of the respective bidders. A bidder will see the price, rank and lowest price (in case of Rank with L1) for a lot (item) immediately after login.
- 4) During the Reverse Auction, the bidder shall have to bid his evaluated price based on the bid opening price as well as the decrement amount.
- 5) The start price of bidders will be automatically populated by system at the time of start of Reverse Auction. The same will be considered as participation by bidder in Online Reverse Auction process. In case any bidder emerges lowest bidder after RA based on their start price (s), the same will be considered as their final price (s) for award of contract/ order irrespective of whether bidder had actually logged in RA portal or not. In case bidder does not accept the same, such bidder will be considered as errant bidder and action will be taken against bidder as per provision in this regard.
- 6) Bid decrement amount for the Reverse Auction shall be minimum 0.5% of the last bid of the respective bidder. Bidders are allowed to submit/accept first price without decrement amount but afterwards participation in reverse auction is allowed only with minimum decrement amount.
- 7) The acceptable bidders shall be informed about their respective loading factors before start of the Reverse Auction process. Loading Factor shall also include the conversion of Foreign Exchange based on B.C. Selling Foreign Exchange rate of M/s Bloomberg (or other software as decided by company from time to time). The due date and time of conducting the event of Reverse Auction should be intimated well in advance to the bidders, through email.
- 8) In order to ensure that adequate communication network is available for the bidders, a dedicated Fax No. as well as two hotline nos. will be made available at the time of reverse auction and shall also be informed to the Bidders.

- 9) Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem. However, in case of failure in connectivity of any of the bidders, the reverse auction time shall be extended against the request of bidders provided such request is received within the auction time. Such extensions shall each be of 10 minutes and no more than two requests per bidder for such extensions shall be entertained in the auction. The extension of auction time shall be communicated to all the bidders through system broadcast message and intimated telephonically to the bidders who are disconnected from Reverse Auction at that point of time.
- 10) GAIL/PMC is unable to extend the auction time due to some unavoidable reasons and the auction happens to end before such extension, GAIL/PMC reserve the right to launch a fresh auction immediately with the last bid price of the respective bidder during earlier auction as starting price.
- 11) All timings of the online bid shall be based on the time indicated by the server hosting the Auction Engine which would reflect as closely as possible the Indian Standard Time (IST), i.e., GMT+0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation and closure) would be guided by the Server time. Bidders should be advised to refresh the window of the Auction module and check the exact Server Time.
- 12) The process of Online Reverse Auction shall initially be held for a period of 30 minutes. In the event of a bid received in the last 5 minutes resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 8 minutes (for 'Rank with L-1 price' option) and 10 minutes ('Rank Only' option) from the time of submission of such bid. This process will continue till no change in L-1 price takes place in last 5 minutes after which the auction will close.
- 13) All bidders, regardless of their previous position, can submit their bid during the extended period also.
- 14) In case of a tie during auction, i.e., two bidders entering same lowest price, the bidder who enters the prices first in the system would be ranked as L-1 and the other bidder would see their ranking as L-2.
- 15) In case MSE bidder or bidder seeking Purchase preference under PPLC is available for this tender, the RA shall be conducted under "Rank only" bid format. In this format the participating bidders can see only his rank and his price. However, if there is no MSE bidder or bidder seeking Purchase preference under PPLC is available, the reverse auction for that part shall be conducted on "Rank with L-1 Price" bid prices. In this format the participating bidders can see his rank, his price and the price of L1 ranked bidder.
- 16) To maintain the sanctity, un-authorized communication shall be restricted during Online Reverse Auction process. Therefore, any communicating devices including mobile phones etc. should not be carried by anyone in the room where Online Reverse auction is being conducted. It shall be ensured that only one or two land line phone connections are available in the room where Online Reverse Auction is being conducted for authorized interaction with bidders as per procedure. The identified numbers of GAIL for this purpose should be intimated to the bidders well in advance. Similarly, the telephone

numbers of bidders for the authorized interaction with bidders with bidders should be avoided during the Online Reverse Auction process unless unavoidable and considered appropriate / necessary by the tender committee.

- 17) Upon completion of reverse auction, rate of individual items of SOR shall be worked out applying uniform reduction (i.e. based on price received in RA and original evaluated prices). While working out rate of individual items, unit rate upto two decimals only will be considered and the figures beyond two decimals shall be ignored without rounding off (e.g. if item rates after applying uniform reduction works out to 10.910 or 10.912 or 10.915 or 10.919, the rate will be considered as 10.91). Above prices shall be the final prices of lowest bidder against the e-tender for all the purposes and the original quoted prices against e-tender shall no more be valid for e-tender for which Reverse Auction was held.
- 18) In case, no conclusion can be drawn from reverse auction from best bid history or where reverse auction is inconclusive on account of system malfunctioning or break in internet connectivity at GAIL system end, reverse auction shall be re- conducted.
- 19) With the assistance of RA system provider, training to all eligible bidders on the Online Reverse Auction process shall be facilitated prior to conduct of Online Reverse Auction.

E. Preferences

- a. Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.
- b. GAIL/EIL shall follow Govt. of India Purchase Preference policies (linked with local content). (Refer Annexure-VI attached with Bidding Document).
- c. MSE preference as per cl. No.40 of ITB.
- d.

F. Followings shall also be applicable for evaluation and comparison of bids:



- i. Cost of mandatory spares identified in the Material Requisition, Commissioning Spares and special Tools & tackles will be included in the supply price.
- ii. Comparison of bids shall be carried out on equivalent Indian Rupees basis considering forward exchange rate as specified in BDS.
- iii. Wherever offer of Foreign Bidders includes supplies sourced within India (quoted separately), evaluation shall be done in line with D a) above for such part of supplies. Total Evaluated Price shall be summation of the evaluated prices for Foreign Sourced and Indian Sourced Components along with the quoted taxes & duties.
- iv. Cost (including taxes & duties) of Mandatory/Insurance spares if identified in the Material Requisition, commissioning spares and special tools and tackles will be included for price evaluation of bids, but costs of Specific Spares for two years normal operation shall be excluded.
- v. Cost of loading towards Technical Parameters (Utilities etc.) wherever applicable shall be considered for evaluation.
- vi. Wherever site works, AMC, training etc. are required as per MR/RFQ; the same shall be considered for evaluation.

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- vii. Item shall be awarded on bottom line basis as per MR / RFQ to the Bidder(s) whose evaluated price for the bottom line is the lowest.
 - viii. Prices quoted in PRICE BID as per the requirement of the bidding document shall only be considered for evaluation.
 - ix. Supervision charges shall not be considered for evaluation.



Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,

GAIL (India) Ltd.

.....

.....

.....

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: Tender no. for

M/s. having Registered office at.....intend to participate in above referred tender of GAIL (India) Ltd. having registered office at GAIL Bhawan, 16 Bhikhaji Cama Place, New Delhi.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to
Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....

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 severely responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor 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 alongwith 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,

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 ONGC 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))**

INSTRUCTION TO BIDDERS**INDEX****[A] GENERAL:**

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

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
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[C] PREPARATION OF BID:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT (EMD)
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. MODE OF PAYMENT

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
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. QUANTITY VARIATION
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- 40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
- 41. PACKING, MARKING & SHIPPING INSTRUCTIONS
- 42. VENDOR PERFORMANCE EVALUATION
- 43. MENTIONING OF PAN NO. IN INVOICE/BILL
- 44. DISPUTE RESOLUTION MECHANISM
- 45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
- 46. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
- 47. REPEAT ORDER
- 48. PERMANENT ESTABLISHMENT CLAUSE (APPLICABLE FOR FOREIGN BIDDER ONLY)
- 49. PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT
- 50. QUARTERLY CLOSURE OF THE CONTRACT
- 51. PROVISION FOR STARTUPS
- 52. GUIDELINES FOR 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: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTORS/ CONSULTANTS
- 3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
- 4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)
- 5. ANNEXURE-V: PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS/ IMPORTED MATERIALS
- 6. ANNEXURE-VI: POLICY FOR PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC)

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "**Supplier/Seller**") shall complete delivery of Goods alongwith its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in 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 etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on Bid Due Date. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the '**Contract / Purchase Order**'), the same has to be promptly informed to GAIL by the Bidder.

It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is 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 bid due date 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.

- 2.3 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 Purchaser during the preparatory stages of the work or of the project of which this Tender Document forms a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

2.6 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

- For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any partner or partners being authorized under the partnership deed or by way of a special resolution passed by the partners of the partnership / any person authorized in terms of Deed of LLP or by a resolution passed by LLP/Proprietor in favour of the authorized person(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.

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

3 BID FROM "CONSORTIUM"/"JOINT VENTURE" – NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further more than one bid shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

-
- 4.4 The Provisions mentioned at sl. No 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items/ Sections /Parts/ Groups/ SOR items of the same tender which specifies evaluation on Items/ Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

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

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site 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 supply/job.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, 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 Purchaser 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] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with the Clause No. 8 & 9 of ITB,":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures and Forms & Formats **
- Section-IV : General Conditions of Contract – Goods [GCC]***
- Section-V : Special Purchase Conditions/ Special Conditions of Contract [SCC]
- Section-VI : Price Schedule
- Section-VII : Material Requisition No B240-910-KA-MR-5010

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

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

***General Conditions of Contract- Goods is available on GAIL's Tender website (<https://gailtenders.in/Gailtenders/qccs/asp>). Hindi version of GCC is also 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 of the Tender Document. The Tender Document 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) on the terms & conditions of the Tender Document may notify GAIL in writing or by fax or email in the format "F-11" at GAIL's mailing address indicated in the IFB/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 Bid Due Date 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 to the query, but without identifying the source of the query will be uploaded on Websites as mentioned at Clause No. 2.0 (G) of IFB/ communicated to prospective bidders by e-mail/ fax.

-
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the bid due date & time, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ 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/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, 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 addenda/ corrigendum issued thereof.
-

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

- 10.1 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 is 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.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the bids are invited under Two Bid System, the Bid prepared by the Bidder shall comprise of the following components:

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Part-I of the Bid shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid /SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5A or 'Form-5B (as the case may be)'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (h) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
- (i) Integrity Pact as per Form F-13
- (j) Proforma for details of Indian Agents as per Form F-14 if Agent/Consultant/Retainer/ Associate is involved

- (k) All other forms and Formats including Annexures.
- (l) Undertaking as per Form-1 by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (m) Undertaking as per Form-2 (Rev.1) and Certification from statutory auditor as per Form-3 (Rev.2) by bidders seeking preference under PP-LC, if applicable. In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.2), the bidder is required to submit Form -4 and Form-5 (Rev.1) to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.
- (n) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (n) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/ Amendment/ Clarification(s).
- (o) Any other information/details required as per Tender Document

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" as mentioned in POA submitted.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case the bids are invited under Manual tendering system, the Bidder shall submit bid sealed in 2 different envelopes, in following manner:

(i) Sealed Envelope-I consisting of all the above documents mentioned at 11.1.1 herein above.

(ii) Sealed Envelope-II consisting of the Prices to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove.

Both the envelopes shall be put on outer envelope with proper address & details (refer cut-out slip).

11.3 In case the bids are invited under e-tendering system, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on GAIL's E-Portal as follows:-

11.3.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the GAIL's e-portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.

Further, Bidders must submit the original "Bid Security / 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 Bid Due Date & Time 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.

11.3.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment as per instructions provided in Annexure-III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on GAIL's E-portal.

12 BID PRICES

12.1 **Indian Bidders:**

12.1.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, GAIL reserves the right to transport the material with it's own transporter.

- E) Charges for incidental services [e.g. Training, Supervision, Hazop study etc] and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

Notes:

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

12.1.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

12.1.3 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services shall be indicated in Form-5A and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.2 Foreign Bidder:

12.2.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Prices on the basis of FOB as well as CFR

FOB prices shall be inclusive of all costs, insurance, taxes & duties upto FOB port of shipment.

- B) Charges for incidental services [e.g. Training, Supervision, Hazop study etc] and GST (CGST & SGST/UTGST or IGST) [in case bidder has Permanent Establishment in India / tax residency in India/ GST Registration] on these services as per the Price Schedule/ Schedule of Rates.

12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/ABS/AIB-Vincotte/Moody) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance up to FOB International Sea Port of exit is in the scope of Foreign Bidder. Insurance beyond FOB International Sea Port of exit shall be arranged by the Owner.

12.2.3 Concessional rate of Import Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Import Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Import Duty applicable, if any.
- (iii) Any Import Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Import Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS® 2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 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, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

- 12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) applicable for Goods/Items and Service Accounting Codes (SAC) applicable for incidental Services, at the designated place in Price Schedule.

13.0 TAXES & DUTIES

13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER

- 13.1.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GAIL's account.

Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery 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.

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

- 13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 above, the Supplier 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. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

- 13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

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

- 13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

- 13.1.6 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

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

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

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

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

13.1.8 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) during 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.

13.1.9 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 for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GAIL.

13.1.10 Anti-profiteering clause

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

13.1.11 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.

13.1.12 The rate of GST as quoted in Price Schedule 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 shall be considered as the maximum payable (at actual against documentary evidence) 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.

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

13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:

A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Purchaser's country.

Customs duty payable in India for imported goods ordered by Purchaser on foreign Seller shall be borne and paid by Purchaser.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by Seller. For Foreign bidders who is not having the Permanent Establishment/ Tax Residency (refer clause no.48 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of supervisory Services shall be payable by GAIL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and GAIL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as service provider, then GAIL will not reimburse tax, interest and penalty amount to such foreign vendor on this account.

In case Foreign bidders who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) in respect of Supervisory Services shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of supervisory services shall be as per provision applicable to Indian bidder mentioned herein above.

14 BID CURRENCIES:

14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/GBP/EURO/ INR.

14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

- 14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

15 BID VALIDITY

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. 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 Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of GAIL (India) Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' or 'Letter of Credit' 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 for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

- 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 in case of Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. 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]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by GAIL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iv) 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 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the 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

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as 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 demonstration of e-tendering process. The Bidder must submit their queries / clarifications to GAIL in the format "F-11", as mentioned at clause no. 8.0 of ITB.

17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of GAIL, Govt. and GAIL's e-Portal (in case of e-tendering) 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(s) 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) has 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(s) 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 Tender Document may lead to rejection of Bid. GAIL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GAIL will determine the substantial responsiveness of each bid to the Tender Document 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 Tender Document without deviation(s) or exception n(s). 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(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit

- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact
- (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 & conditions of Tender Document.

20 MODE OF PAYMENT

DOMESTIC BIDDER:

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

FOREIGN BIDDER:

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in Special Conditions of Contract (SCC) less Indian Agent's Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

Agency Commission (if applicable) will be paid by GAIL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by GAIL.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 In case of e-tender, Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser 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.
- 21.5 **AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**

21.5.1 GAIL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.

21.5.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GAIL. Such remuneration/commission will be paid by GAIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GAIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GAIL in advanced for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of e-tender, the Bid must be uploaded on GAIL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.
- 22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of GAIL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of GAIL and Govt. and GAIL's e-Portal (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 In case of e-tender, e-tendering system of GAIL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case of manual tender, Bid(s) received by GAIL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid. In case of e-tendering, where the EMD /physical documents has been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ 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 BID

- 24.1 Modification and withdrawal of bid shall be as follows:-

24.1.1 IN CASE OF E- TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.1.2 IN CASE OF MANUAL TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by GAIL prior to the Due Date & Time for Bid submission.

- 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.

[E] BID OPENING AND EVALUATION:

25 PURCHASER'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(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening 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 Due Date & Time of Bid Opening as specified in the Tender Document.

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 PURCHASER

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser 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 a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including '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 the GAIL's procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD;
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) 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 Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser 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 Purchaser 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 Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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 EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Employer / Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only, as per following methodology.

The following methodology shall be adopted for evaluation of bids in foreign currencies considering the forward rate:

- (i) The forward rates applicable as on the expected date of delivery/ Completion shall be considered. To arrive at the forward exchange rate applicable on reference date, the following method shall be applied:
 - (a) Wherever only one time delivery is to be made against order or one-time payment is to be made after completion period of contract:

The reference date shall be the date of price bid opening plus delivery/ completion period specified in tender
- (ii) The applicable closing forward rates of M/s Bloomberg (or other software as decided by company from time to time) for different currencies for the above reference date obtained one day prior to price bid opening shall be considered for evaluation of bids.

Where the time lag between the opening of the price bids and conducting Reverse Auction (if applicable in this tender) exceeds three months, the applicable closing forward rates for different currencies for the above reference date obtained two days

prior to the date of first Reverse Auction of that tender shall be considered for evaluation of bids.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

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 QUANTITY VARIATION

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) / Domestically Manufactured Electronic Products (DMEP) / Domestically Manufactured Telecom Products (DMTP) / Purchase Preference to Local Content (PP-LC) / Domestically Manufactured Iron & Steel Products (as applicable) shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29.0", GAIL will place order 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.

In case Indian bidder emerged as successful bidder, 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 [FOA]

- 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. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract 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 Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his EMD, pursuant to "ITB: Clause-16".
- 36.4 Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

37.0 **DISPATCH SCHEDULE**

37.1 **INDIAN BIDDER:**

- 37.1.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / GAIL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
 - (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 37.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GAIL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.2 FOREIGN BIDDER:

37.2.1 Where the Seller is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Seller and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by GAIL.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.2.2 It shall be responsibility of the seller to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

37.3 All equipments / materials are to be insured by GAIL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ FOA from GAIL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (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 order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive of GST).

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

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/or its equivalent in U.S. Dollars)

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 Warranty/ Guarantee Period specified in Tender Document.

- 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 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.
- 38.5 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.

- 38.6 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 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-

Sh K R M Rao, CGM (C&P), GAIL (India) Ltd GAIL Bhavan 16, Bhikaiji Cama Place, New Delhi-110066

Email- krmrao@gail.co.in

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL, such decision of GAIL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)
(applicable for Indian bidder)**

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.
b) If the MSE is owned by SC/ST or women Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

40.4 If against an order placed by GAIL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from GAIL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

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

40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:

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

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

41 PACKING, MARKING & SHIPPING INSTRUCTIONS

41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

41.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.

41.3 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

42 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension, watch list and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

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

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

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

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

OR

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

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

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

3. GOVERNING LAW AND JURISDICTION:

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

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (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 OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

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

46 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS (APPLICABLE FOR INDIAN BIDDER)**

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

47 **REPEAT ORDER**

Purchaser reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

48 **PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS**

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by GAIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-16A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by GAIL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by GAIL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by GAIL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).

- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to GAIL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to GAIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, GAIL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by GAIL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by GAIL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .
If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-16B.
- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/ consultant.

Note: Form 10F as per requirement of Indian Income Tax Act is attached at Format F-16B.

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

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

50. **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY 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.”

51. PROVISIONS FOR STARTUPS [APPLICABLE FOR INDIAN BIDDERS ONLY] (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 & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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 the case may be), as per tender document.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

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

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.

===== X =====

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 an 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 Purchaser 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" in this Annexure.
- A.6 "Appellate Authority" shall mean Committee of Directors of GAIL 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 of GAIL, 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 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/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier 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 CPBG/CPS submitted by Agency against such Order(s) /Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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.	02 years

	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.	
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: (v) Repeated once (vi) Repeated twice or more	7 years (in addition to the period already served) 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 tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
 - C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - C.3.3 after opening of price (Part-II), EMD submitted 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 Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process 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, GAIL when :-

- (i) Corporate Vigilance Department, GAIL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, GAIL 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 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, GAIL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(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 process:
 - D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
 - D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake 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:

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- 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 of GAIL. Such an appeal shall be preferred within one month from the date 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.

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 in Projects and in O&M 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 (PRDS)

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 PRDS, 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 PRDS (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to 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, PRDS 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. 28.3.1 of GCC-Goods)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

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

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 PRDS (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 need to be initiated by Site C&P:

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, PRDS 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 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**

(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. 28.3.1 of GCC-Goods)

(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 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.

(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.

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 should not be considered in ongoing tendering process/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/CPS 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 process:

7.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

- 7.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document 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 against any Tender Document 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 date 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 tendering process or withdrawal of Bid or modification of Bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD submitted 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 [PRDS]
(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:

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, CPS/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, CPS/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 [PRDS]
(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 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

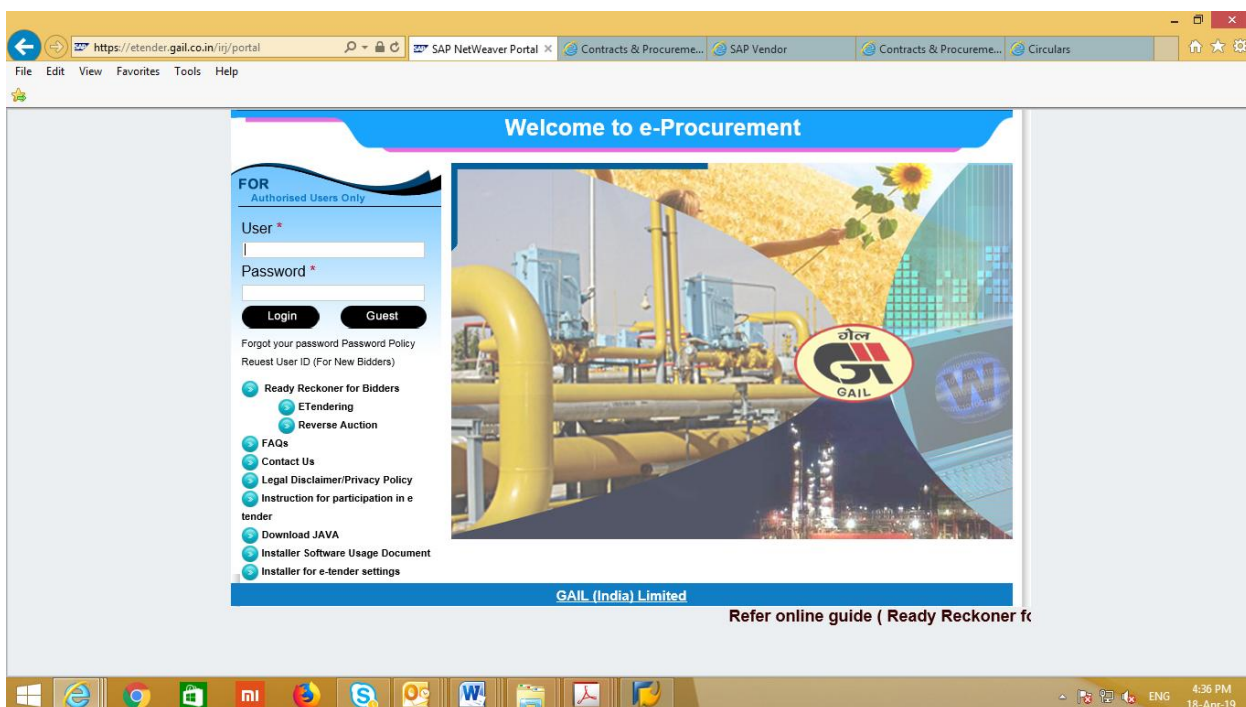
1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/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, CPS/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

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

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



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

Note:

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

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

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

ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description
A. GENERAL	
1.1	The Purchaser is: GAIL (India) Limited
1.2	The Invitation for Bid/ Tender is for Design, engineering, manufacture, inspection and testing, packing, delivery, supervision of erection and commissioning of complete Gas turbine (as per API Std. 616) driven centrifugal compressor (as per API Std. 617 Chapter 1 & 2) package* (GTC package*)
General	The Purchaser is: GAIL (India) Limited The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :- Consignee: GAIL (India) Ltd Delivery Location: Gas Processing Unit- Gandhar Village- Rozatankaria, Tehsil- Amod Dist- Bharuch, Gujarat- 392140
B. TENDER DOCUMENT	
8.1	For clarification purposes only, the communication address is: Attention: Ms. Sunita Mitra Street Address: 1, Bhikaji Cama Place Floor/Room number: M Floor, Engineers India Bhawan City: New Delhi ZIP Code: 110066 Country: India Phone: 011-26763516 / 3504 E-Mail: s.mitra@eil.co.in, shyamal.biswas@eil.co.in
C. PREPARATION OF BID	
11.1.1	The Bidder shall submit with its Part-I (Techno-commercial/ Un-priced bid) the following additional documents (SCC Refers): As per Tender Document
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:

12.1.2	Whether Indian Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price <table border="1" data-bbox="682 304 1230 468"> <tr> <td data-bbox="682 304 971 388">YES</td> <td data-bbox="971 304 1230 388">☒</td> </tr> <tr> <td data-bbox="682 388 971 468">NO</td> <td data-bbox="971 388 1230 468">☐</td> </tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				
12.2.2	The Third Party Inspection shall be applicable only if there is a specific mentioning of such Inspection provisions in SCC of Tender Document.				
12.3	Transit/marine Insurance shall be arranged by :- <table border="1" data-bbox="418 604 977 787"> <tr> <td data-bbox="418 604 711 697">GAIL</td> <td data-bbox="711 604 977 697">☒</td> </tr> <tr> <td data-bbox="418 697 711 787">SUPPLIER</td> <td data-bbox="711 697 977 787">☐</td> </tr> </table> In case, transit/marine insurance to be arranged by GAIL, the details of Transit/marine Insurance Policy are as under:- National Insurance Company Ltd Corporate Underwriti Konnectus Tower, Bhavbhuti Marg, 803B Tower 3, 8th Floor opposite New Delhi Railway Station, Ajmeri Gate side-110002 State Code 7, Delhi GSTIN: 07AAACN9967E1Z5 POLICY NO. 340100211810001398 (FOR INDIAN BIDDER) & 370100211810001400 (FOR FOREIGN BIDDER) VALIDITY (30.03.2019 TILL 29.03.2020) Ph No. +91-11-264 35761 / 264 32320 / 264 11331 Fax No. : +91-11-264 35761 Kind Attn : MR NITIN SAGAR (MARINE U/W), nitin.sagar@nic.co.in, Mobile No.+91- 7905598728 MR. MANISH GANGWANI manish.gangwani@nic.co.in MR. ANUJ THAKUR anuj.thakur@nic.co.in	GAIL	☒	SUPPLIER	☐
GAIL	☒				
SUPPLIER	☐				

12.5	Delivery basis shall be Indian Bidder: <table border="1"> <tr> <td data-bbox="422 275 961 342">FOT/FOR Site, ...[location]</td><td data-bbox="961 275 1224 342"> </td></tr> <tr> <td data-bbox="422 342 961 443">EX-WORKS, ...(Bidder to indication location)</td><td data-bbox="961 342 1224 443">☒</td></tr> </table> Foreign Bidder: <table border="1"> <tr> <td data-bbox="422 510 961 577">CFR, ...[Sea port]</td><td data-bbox="961 510 1224 577"> </td></tr> <tr> <td data-bbox="422 577 961 678">FOB, ...(Bidder to indicate Port/location)</td><td data-bbox="961 577 1224 678">☒</td></tr> </table>	FOT/FOR Site, ...[location]		EX-WORKS, ...(Bidder to indication location)	☒	CFR, ...[Sea port]		FOB, ...(Bidder to indicate Port/location)	☒
FOT/FOR Site, ...[location]									
EX-WORKS, ...(Bidder to indication location)	☒								
CFR, ...[Sea port]									
FOB, ...(Bidder to indicate Port/location)	☒								
13.1.7	Details of Buyer: <table border="1"> <tr> <td data-bbox="422 758 799 961">Consignee</td><td data-bbox="799 758 1300 961">GAIL (India) Ltd Delivery Location: Gas Processing Unit- Gandhar Village- Rozatankaria, Tehsil- Amod Dist- Bharuch, Gujarat-392140</td></tr> <tr> <td data-bbox="422 961 799 1029">GST No</td><td data-bbox="799 961 1300 1029">24AAACG1209J3Z0 (Gujarat)</td></tr> <tr> <td data-bbox="422 1029 799 1066">PAN No.</td><td data-bbox="799 1029 1300 1066">AAACG1209J</td></tr> </table>	Consignee	GAIL (India) Ltd Delivery Location: Gas Processing Unit- Gandhar Village- Rozatankaria, Tehsil- Amod Dist- Bharuch, Gujarat-392140	GST No	24AAACG1209J3Z0 (Gujarat)	PAN No.	AAACG1209J		
Consignee	GAIL (India) Ltd Delivery Location: Gas Processing Unit- Gandhar Village- Rozatankaria, Tehsil- Amod Dist- Bharuch, Gujarat-392140								
GST No	24AAACG1209J3Z0 (Gujarat)								
PAN No.	AAACG1209J								
15	The bid validity period shall be 4 (Four) months 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 Noida, U.P. Details of GAIL's Bank is STATE BANK OF INDIA Bank Account No. 000000032849362991 Bank Address: CAG II Branch, Red Fort Capital, Parsvnath Market, Bhai Veer Sinh Marg, Near Gole Market Speed Post, New Delhi – 110001 IFSC CODE: SBIN0017313 SWIFT CODE: SBININBB824 MICR CODE: 110002562								
Payment Terms	a. For Supply: Indian Bidder: as per clause no 1.1 of Annexure-I to SCC Foreign Bidder: as per clause no 1.2 of Annexure-I to SCC b. Supervision: Indian & Foreign Bidder: as per clause no 1.4 of Annexure-I to SCC c. Hazop study: as mentioned in Price Schedule d. Training: as mentioned in Price schedule								

16.9 & 38.5	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: STATE BANK OF INDIA Bank Account No. 000000032849362991 Bank Address: CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001. IFSC CODE SBIN0017313 SWIFT CODE SBININBB824 MICR CODE 110002562. Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in GAIL's Bank Account.
D. SUBMISSION AND OPENING OF BIDS	
18	Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: 8000015298
22.2 and 4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Purchaser's address is : Ms. Sunita Mitra, GM (SCM) / Sh. Shyamal Biswas, Sr. Manager 1, Bhikaji Cama Place M Floor, Engineers India Bhawan New Delhi 110066 India
26	The bid opening shall take place at: GAIL India Limited B-35-36, Block B, Sector 1, Noida- 201301 Dist. Gautam Budh Nagar, Uttar Pradesh (India) Date: As per IFB Time: As per IFB
E. EVALUATION, AND COMPARISON OF BIDS	
32	Evaluation Methodology is mentioned in Section-II.
F. AWARD OF CONTRACT	
37	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Mr. Rakesh Mishra Dy. General Manager (Projects) ; GAIL (India) Ltd ; Cabin # 26, 17th Floor ; Jubilee Tower B-35&36, Sector 1 ; Noida - 201301 Tel: 0120-2446400 Extn:-11726 Mob :- +91 9910021098 ; E-mail:rmishra@gail.co.in



	Mr. Anil Bhatia, General Manager (Projects); Engineers India Ltd; 4th Floor, Engineers India Bhawan, 1 Bhikaji Cama Place; New Delhi – 110066 Rel: 011-26763231, Mob: + 91 9818111988; Email : anil.bhatia@eil.co.in

38	Contract Performance Security (CPS)/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table> The value/ amount of Contract Performance Security/ Security Deposit (i) Procurement of Goods except Rate Contracts: SD/CPBG @ 10% of Order/ Contract Value within 30 days of FOA/ notification of award. (ii) Total Contract Price shall be considered as (Supply price + Training Charges). (iii) Contract Price as mentioned above will be exclusive of GST.	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
40	Whether tendered item is non-split able or not-divisible : <table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				
50	Quarterly Closure of Contract <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
51	Applicability of provisions relating to Startups: <table border="1"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				

6.1 of Annexure-V (B) to ITB	The Port Consignee details shall be as under:- Port Consignee (in case of foreign bidder): HOD (C&P) GAIL (India) Limited GAIL Bhawan, Plot No 73, Road No 3, Sector 15 CBD Belapur, District & Taluka: Thane Navi Mumbai, Pin Code 400614 Sea Port of Entry: Mumbai				
6.2 of Annexure-V (B) to ITB	GAIL Banker's Details: STATE BANK OF INDIA Bank Account No. 000000032849362991 Bank Address: CAG II Branch, Red Fort Capital, Parsvnath Market, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi – 110001 IFSC CODE: SBIN0017313 SWIFT CODE: SBININBB824 MICR CODE: 110002562				
SCC	MODE OF SHIPMENT: <table border="1" data-bbox="443 800 1101 968"> <tr> <td>SEA</td><td>☒</td></tr> <tr> <td>AIR</td><td>☐</td></tr> </table>	SEA	☒	AIR	☐
SEA	☒				
AIR	☐				
Clause no.38 of GCC	Fall Clause <table border="1" data-bbox="443 1077 1105 1255"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
Clause no.26 of GCC	Price Reduction Schedule for Delayed delivery The following provision is added in the referred clause of GCC: "In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value."				
Custom Duty	Project Rate of custom duty shall be @ 5%				
Repeat Order	Not applicable				
31	Closing forward exchange rates of Bloom berg applicable one day prior to PBO shall be considered for evaluation of bids in foreign currencies and the reference date shall be considered as 395 days from date of price bid opening.				

(A) **PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS**

1.0 General

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.

- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.
 - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
 - c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

- 3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.
- 3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.
- 3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

- 4.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: GAIL (INDIA) LIMITED

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs Gross Wt.....Kgs.

Dimensions..... X..... X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

- 4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.
- 4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

- 5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.2 Despatch by Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to GAIL/PMC EIC (respective Project Site).

5.3 Despatch by Rail

- 5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks. Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of GAIL/PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the “Smalls” have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a “wagon load” by volume should be despatched as “wagon load” paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform GAIL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to GAIL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, GAIL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, GAIL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

(B) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.

- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2. MARKING

- 2.1. Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: GAIL (INDIA) LIMITED.

PROJECT/JOB:

DESTINATION:

Purchase Order No.....

Net Wt. Kgs. Gross Wt. Kgs

Dimensions X X CM

Package No. (S. No. of total packages)

Seller's Name

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose

pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT

3.1. BY SEA

All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

3.4. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Indirect Taxes and Customs, Free Period for import consignments at AIR & SEA CARGO is only 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

All foreign Suppliers are required to mention Standard unit of measurement and Commercial unit of measuring i.e. for all import packing list/Invoice the UoM shall be invariably in both unit.

4.4. BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser/PMC at clause 6.1 below, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. ADDRESSES

6.1 Consignees:

A. Project/Work center Consignee:
[refer BDS for Consignee Details]

B. Consignee (for sea port/ airport of entry):
[refer BDS for port Consignee Details]

6.2. Bankers:
[refer BDS for Bankers details]

7. SHORT SHIPMENTS

- 7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

(C) SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

Annexure-VI

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

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 has forwarded policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 **Eligibility:** Manufacturers/ Suppliers / service providers (as the case may be) having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Purchase Preference linked with Local Content

3.0 **Definition:**

(i) **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.

- (ii) **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- (iii) **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- (v) **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- (vi) **Purchase preference** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
- (vii) **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- (viii) **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country
- (ix) **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- (x) **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- (xi) **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- (xii) **Indian Company** means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
- (xiii) **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- (xiv) Target of local content for availing Purchase Preference for the tendered item in percentage is mentioned below: **22%**

4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) **Goods:**

If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria).

However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) **Services/EPC Contracts (others):**

If the tender cannot be split (as specified in BDS) the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

In case tender for services/ EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

Note:

- (i) ***Refer BDS (Bidding Data Sheet) of ITB (Institutions to Bidders) regarding splitability of the tender***
- (ii) ***** If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.***
- (iii) ***Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders***

5) **Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost: direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- b) The criteria for determination of the local Content cost in the goods shall be as follows:
 - i) In the case of direct component (material), based on country of origin;
 - ii) In the case of manpower, based on INR component; and
 - iii) In the case of working facility, based on the country of origin
- c) The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

5.2 **LC of Services**

- a) LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
 - i) Cost of component (material) which is used,
 - ii) Manpower and consultant cost; cost of working equipment/facility; and
 - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-
 - i) In the case of material being used to help the provision of service, based on country of origin ;
 - ii) In the case of manpower and consultant based on INR component of the services contract;
 - iii) In the case of working equipment/facility, based on country of origin, and
 - iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
 - v) Indian flag vessels in operation as on date.

5.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

5.4 **LC of EPC contracts (others):**

- a) LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- b) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

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

5.5 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on itemwise level.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

6) **Certification and verification**

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-

6.1 **At bidding stage:-**

a) **Price Break-up**

- The bidder shall provide only percentage of the local content in price bids.

- Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)
- b) The bidder shall submit an undertaking [Form -2 (Rev.1)] from the authorized signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3 (Rev.-2)] (attached) submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exists or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.-2) (attached), the bidder is required to submit Form -4 and Form-5 (Rev. 1) (attached) to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

6.2 After Contract Award:-

- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 10 Crore, the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and signed by authorized signatory of bidder having the Power of Attorney.
- b) The verification of the procurement of goods, service or EPC contracts in cases of procurement for a value in excess of Rs. 10 crores, the Undertaking submitted by the supplier/contractor shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exists or Indian office/

subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

- 6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of GAIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 6.4 The Local Content certificate shall be submitted along with each invoice raised. However the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 6.5 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting Tender Document / RFQ shall be considered for the calculation of Local Content.
- 6.6 GAIL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

7) Sanctions

- 7.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which GAIL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 7.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 7.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 7.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed

with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 and its amendments as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1st note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.



FORM-1

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase Preference (linked with local content) or	
Purchase Preference under Public Procurement Policy for MSE	

Notes:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORM-2 [Rev.1]

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

1. We, M/s_____ (***Name of Bidder***) undertake that we meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
2. We, M/s_____ (***Name of Bidder***) undertake that M/s._____ (***Name of Manufacturer***) meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:

Note:

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per sl. no. 1 and strike out sl. no. 2 above.
- (ii) In case bidder is not manufacturer, then the bidder has to submit undertaking as per sl. no. 2 and strike out sl. no. 1 above.



FORM-3 (Rev.2)

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY
(IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT
OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN
COMPANIES)
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,
M/s GAIL (INDIA) LIMITED

SUB: _____
TENDER NO:

Dear Sir

1. "We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (**Name of the bidder**) hereby certify that M/s. _____ (**Name of the bidder**) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**)."
2. "We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (**Name of the bidder**) hereby certify that M/s. _____ (**Name of Manufacturer**) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**)."

Name of Audit Firm:

[Signature of Authorized Signatory]
Name:

Date:

Designation:
Seal:
Membership no.

- (i) In case bidder is a manufacturer, then undertaking from statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant is to be submitted as per sl. no. 1 and sl. no. 2 to be stroked through above.
- (ii) In case bidder is a supplier quoting on behalf of manufacturer, then undertaking from statutory auditor / cost auditor/ practising cost accountant/



practising chartered accountant is to be submitted as per sl. no. 2 and sl. no. 1 to be stroked through above.

FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ **(Name of Manufacturer)** undertake that we meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Manufacturer]

Date: Name:

Designation:

Seal:

Note :

1. In case the bidder is a supplier and not a manufacturer, the above undertaking is to be submitted by the manufacturer to the bidder on their letter head.
2. Authorized Signatory of Manufacturer will be director or Company secretary.



FORM-5 (Rev. 1)

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY
(IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT
OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN
COMPANIES) OF MANUFACTURER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (**Name of Manufacturer**) hereby certify that M/s. _____ (**Name of Manufacturer**) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**).

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor can modify the format without changing the intent of certification.

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
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F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5A	AGREED TERMS & CONDITIONS FOR INDIAN BIDDER
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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
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F-15	FREQUENTLY ASKED QUESTIONS (FAQs)
F-16A	CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT / NO BUSINESS CONNECTION IN INDIA
F-16B	PROFORMA FORM 10F



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO: SM/B240-910-KA-MR-5010/504

1	Bidder Name:	M/s.....
2	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
6	Bidder's address where order/contract is to be placed *	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____

7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. <i>(For Indian Bidder: In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).</i>	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information of address where order is to be placed	(Country Code) (Area Code) (Telephone Number) FAX No. : e-mail ID:
9	Website	
10	ISO Certification, if any {If yes, please furnish details}	
11	Banker's Name	
12	Branch	
13	Branch Code	
14	Bank Account Number	
15	PAN No	
16	GST No. (Indian Bidder only) (refer sl. no. 4B above)	[Enclose copy of GST Certificate]
17	Whether Micro or Small Enterprise (Indian Bidder only) Whether MSE is owned by SC/ST Entrepreneur(s) Whether MSE is owned by Women Whether payment is required through TReDS	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)</i> Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)</i> Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)</i> Yes / No <i>If Yes, please provide the name of portal</i>



		
18	Type of Entity (Indian Bidder only)	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 (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified ITB: Clause No. 51)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	

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

Place:
Date:

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



F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ 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: SM/B240-910-KA-MR-5010/504

Dear Sir(s),

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

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

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

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

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

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 Bidder M/s. _____ on 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 DEPOSIT/ 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-16.1".
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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



F-3
LETTER OF AUTHORITY

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

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

Date:

SUB:
TENDER NO: SM/B240-910-KA-MR-5010/504

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GAIL.



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 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.



8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

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.

F-5A

AGREED TERMS & CONDITIONS FOR INDIAN BIDDER

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO: SM/B240-910-KA-MR-5010/504

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	Bidder's name : Address:
2.	Bidder confirms the currency of quoted prices.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Bidder confirms quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Bidder confirms that firm freight charges upto site are quoted in Price Schedule.	
5	Bidder specify the Dispatch Point as:-----	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Bidder confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Bidder confirms compliance to Delivery/ Completion	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
	Period as specified in Bid Document. Bidder Confirms Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).		
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).		
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.		
12.	Bidder confirms that their offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.		
13.	Bidder furnishes EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity		
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).		
15.	Bidder confirms 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	
16.	Bidder confirms that all correspondence must be in ENGLISH language only.		
17.	Bidder confirms that Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.		
18.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
19.	Bidder confirms that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.10 of ITB.		
20.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
20.1	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: GAIL:.....% Bidder:.....%
21.	Harmonized System Nomenclature (HSN) of Supply items: Service Accounting Codes (SAC) of Incidental Services (if any, refer Price Schedule):	
22.	Bidder confirms that any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	
23	Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
24	Bidder confirms that any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by bidder shall be to bidder's account	
25	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
26	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
27	<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 /	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
28	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: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
29	Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.	
30	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.	
31	Bidder confirms the contents of this Tender Document have not been modified or altered by them. 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.	
32	Import Content: If bidder's offer is based on certain imported raw materials required for equipment / materials offered, bidder specify the following: (a) Bidder confirms that quoted prices are based on Merit rate of customs duty, applicable Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, in such case, bidder indicates Project Rate of Import Duty considered and included. (b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder. (c) Bidder indicates Merit rate of Import duty considered and included in the quoted price (as per 'a' above). (d) Bidder indicates brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order). (e) Bidder indicates classification with tariff no. under which Vendor intends to import. (f) Bidder confirms that prices shall be firm on account of variation in foreign exchange rate. (g) Owner shall not provide any import licence. (h) Bidder confirms that quoted prices are after considering the input tax credit of IGST paid by the Supplier for import	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	content. (i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the Bidder. However, any reduction in Import Duty due to change in classification shall be passed over to Owner. (j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST. (k) The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon. (l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.	
33	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
34.	Bidder confirms that have read and understood the General Conditions o Contract – Goods is available on GAIL's Tender website (https://gailtenders.in/Gailtenders/gccs/asp) and no "exception / deviation" anywhere has been taken in the same and Bidder also confirms that they shall abide by provisions of relevant GCC.	
35.	Bidder certify that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. 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	



SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	and dealt with by the procedures of GAIL as applicable from time to time.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-5B
AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO: SM/B240-910-KA-MR-5010/504

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	Bidder's name : Address:
2.	Bidder confirms the currency of quoted prices.	
3.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order.	
4.	Bidder Indicate international Seaport of Exit as:-----	
5.	Bidder confirms that they have quoted prices on FOB and CFR Port of Entry in India.	
6.	i) Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document. ii) Bidder confirms that that Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with Contract Performance Security. iii) Bidder confirms that Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed. OR However, if bidder still insist for confirmed L/C, confirmation charges shall be borne bidder, confirm.	
7.	Bidder Confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Bidder Confirms that CPS shall be from any Indian	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
	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/Equivalent USD and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.		
9.	Bidder Confirms compliance to Delivery/ Completion Period as specified in Bid Document. Bidder Confirms Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).		
10.	a) Bidder Confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).		
11.	a) Bidder Confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder Confirms that printed terms and conditions of Bidder are not applicable.		
12.	Bidder Confirms that their offer is valid for period specified in BDS from Final/Extended Due Date of opening of Techno-commercial Bids.		
13.	Bidder furnishes EMD/Bid Security details : d) EMD/ Bid Security No. & date e) Value f) Validity		
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).		
15.	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	
16.	Bidder confirms that all correspondence must be in ENGLISH language only.		

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
17.	Bidder confirms that Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
18.	Bidder confirms that all Bank charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by bidder. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	
19.	Bidder confirms that Export permit/License if required shall be bidder's responsibility and any expenditure towards the same shall be borne by the bidder.	
20.	Bidder confirms that Prices quoted must exclude marine insurance from FOB international port of exit. However, all transit insurance charges upto FOB International port of exit must be included by vendor in quoted prices.	
21.	Bidder Indicates Country of origin of offered goods as:-- ---	
22.	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise & final Inspection by Owner / Owner's Authorized representative and prices quoted are considering the above. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
24.	Bidder confirms that Direct offer without intermediary of an Indian Agent is submitted.	
25.	a) In case bidder envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However, if Indian Agent are involved, the bidder shall provide reason/justification. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's commission, if any, from the quoted prices. b) Indicate the name of the Indian Agent, with his full address and percentage of commission	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	included in your offer. c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by GAIL. Confirm acceptance.	
26.	<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.	
27.	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: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
28.	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	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.	
29.	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.	
30.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. 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.	
31.	Bidder Confirms to bear the Withholding Tax (WHT) as per the provision of Income Tax Act 1961 (please refer clause no.48 of ITB).	
32.	Rate of applicable GST (CGST & SGST/ UTGST or IGST) on services in case bidder is having the permanent establishment/ tax residency in India as per the provision of Income Tax Act 1961	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
33.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	confirmations given in this format shall prevail.	
34.	Bidder confirms that have read and understood the General Conditions o Contract – Goods is available on GAIL's Tender website (https://gailtenders.in/Gailtenders/gccs/asp) and no "exception / deviation" anywhere has been taken in the same and Bidder also confirms that they shall abide by provisions of relevant GCC.	
35.	Bidder certify that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO: SM/B240-910-KA-MR-5010/504

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



F-7

BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO: SM/B240-910-KA-MR-5010/504

Sl. No	Description of the Supply/ Services	PO/ Contract No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract/Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8 CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security as per provisions of Tender		
iii	Signed and stamped original copy of Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC Criteria of Tender Document.		
vi	Confirm submission of documents alongwith unpriced bid as per tender requirement.		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.		
4.0	Confirm that annual reports for last three financial years & duly filled in Form -10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
5.0	Confirm that Undertaking as per Form 1 has been submitted (applicable for MSE and PP-LC bidder).		
6.0	Confirm that Undertaking as per Form 2 (Rev.1) and statutory auditor certificate as per Form 3 (Rev.2) have been submitted (applicable for PP-LC bidder). In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.2), the bidder is required to submit Form -4 and Form-5 (Rev.1) to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.		



Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name: & Designation:

Seal:



F-9
FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT

(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./USD

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

**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***

- (i) 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]
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Instructions for Format F-10:

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**” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation
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.

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GAIL (INDIA) LIMITED
Sub :
Tender No : SM/B240-910-KA-MR-5010/504

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____
NAME OF BIDDER : _____

F-12

E-Banking Mandate Form

(To be issued on vendors letter head)

(Applicable for Indian Bidder only)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-14
PROFORMA FOR DETAILS OF INDIAN AGENT

To,
M/s GAIL (INDIA) LIMITED

TENDER NO: SM/B240-910-KA-MR-5010/504

Dear Sir,

Following are the details of Indian agent/ consultant/representative:

S. No	Description	Bidder's response
1.	Name & address of agent / consultant / representative in India.	
2.	The precise relationship between the bidder and their agent/consultant/representative in India.	
3.	The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other.	
4.	Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent / Consultant / Representative in India.	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent / Consultant / Representative.	
8.	Bidder to confirm copy of agreement with their Indian Agent is enclosed in unpriced bid.	

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.

F-15

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any Bidder quote for subject Tender?	Yes. A Bidder 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 bidder submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Yes. Refer Annexure-III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Start-Ups?	Refer Clause No. 51 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

F-16A

FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA

We, the beneficiary, hereby confirm as follows:

1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income ("Treaty") and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31 March, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Place:

Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

(Note: Above declaration is not applicable for countries with companies located in countries or specified territories with which India does not have DTAA)

**FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS
CONNECTION IN INDIA**

**This is to certify that.....(Name of the entity) a
company in(Country) having its registered office at
..... (Address of company)**

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

F-16B

[For entities Located in Country or specified territories with which India has DTAA]

(This Form contains Form 10F as per Indian Income Tax Act, 1961)
FORM 10F

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I _____ *son/daughter of Mr. _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/in the case of _____ for the purposes of sub-section (5) of * section 90/section 90A:—

<i>Sl.No</i>	<i>Nature of information</i>	<i>:</i>	<i>Details#</i>
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate,	:	



	mentioned in (v) above, is applicable		

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India)

Signature: _____

Name: _____

Address: _____

Permanent Account Number (If allotted): _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. Copy of supporting documents to be provided for the details mentioned.

2. *Delete whichever is not applicable.

3. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

[For entities Located in Country or specified territories with which India does not have DTAA]

Declaration Form

I _____ *son/daughter of Mr. _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/in the case of _____:—

Sl.No	Nature of information	:	Details#
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (iv) above, is applicable	:	

Signature: _____

Name: _____

Address: _____

Permanent Account Number (If allotted): _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. Copy of supporting documents to be provided for the details mentioned.
2. *Delete whichever is not applicable.

F-13

INTEGRITY PACT

INTEGRITY PACT

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

INTEGRITY PACT

INTRODUCTION:

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

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

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

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, 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)
- iii) Dr. Meeran Chadha Borwankar (email id : mcborwankar@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.



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.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder/ 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.

In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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 10 days as far as possible 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. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.
13. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition on bias towards some bidder.
14. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

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.



राकेश कुमार / RAKESH KUMAR
(Name & Designation)
For the Principal
उप महाप्रबंधक (प्र.प.) / Dy. Gen. Manager (C&P)
गैल (इंडिया) लिमिटेड / GAIL (India) Limited
चुबली टॉवर, B-35 & 36, Sector-1, Noida-201301
Jubilee Tower, B-35 & 36, Sector-1, Noida-201301
चुबली टॉवर, बी. 35 & 36, सेक्टर-1, नोएडा-201301
गैल (इंडिया) लिमिटेड / GAIL (India) Limited
उप महाप्रबंधक (प्र.प.) / Dy. Gen. Manager (C&P)

Place -----
राकेश कुमार / RAKESH KUMAR

Date -----

(Name & Designation)
For the Bidder/Contractor

Witness 1: -----

Witness 2: -----

F.No. 4(1)/2013-DPE(GM)/FTS-1835
 Government of India
 Ministry of Heavy Industries & Public Enterprises
 Department of Public Enterprises

Public Enterprises Bhawan,
 Block No. 14, CGO Complex,
 Lodhi Road, New Delhi-110003.
 Dated: 22nd May, 2018

OFFICE MEMORANDUM

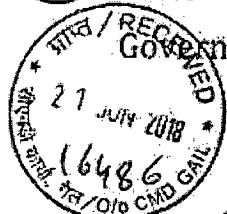
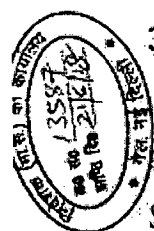
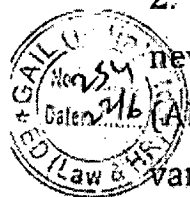
Subject: Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and CPSE(s) and Government Department(s)/Organization(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

The undersigned is directed to refer to Department of Public Enterprises guidelines issued vide OM No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013, No.4(1)2011-DPE(PMA) dated 24.03.2014, No. 4(1)/2011-DPE (PMA) dated 26.03.2014 and No. 4(1)/2013-DPE(PMA)/FTS-1835 dated 11-04-2017 regarding the resolution of commercial disputes 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) through PMA (Permanent Machinery of Arbitration) mechanism.

2. To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM.

3. **Applicability**

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)/ Port Trusts *inter se* and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways,



OSM (L)
 Please circulate
 to all offices.

ED (Legal) (M)

21/6/18

21/6/18

Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD.

4. As per the approved new mechanism to resolve the commercial disputes, the following structure and procedure shall be followed by the concerned disputing parties:

A. Structure:

- i. At the First level (tier), such commercial disputes shall be referred to a Committee comprising of Secretaries of the Administrative Ministries/Departments to which the disputing CPSEs/Parties belong and Secretary-D/o Legal Affairs. The Financial Advisors (FAs) of the two concerned Administrative Ministries/Departments will represent the issues related to the dispute in question before the above Committee. In case the two disputing parties belong to the same Ministry/Department, the above said Committee will comprise Secretary of the administrative Ministry/Department concerned, Secretary-D/o Legal Affairs and Secretary-Department of Public Enterprises. In such a case, the matter may be represented before the Committee by the FA and one Joint Secretary of that Ministry/Department.

Further, in case of a dispute between CPSE and State Government Department/Organization, the above said Committee will comprise the Secretary of the Ministry/Department of the Union to which the CPSE belongs and Secretary-D/o Legal Affairs and a senior officer nominated by the Chief Secretary of the State concerned. In such a case, the matter will be represented before the Committee by the FA of the concerned administrative Ministry/Department and the concerned Principal Secretary of the State Government Department/ Organisation.

- ii. In case the dispute remains unresolved even after consideration by the above Committee, the same will be referred at the Second level (tier) to the Cabinet Secretary, whose decision will be final and binding on all concerned.

B. Procedure:

- i. At the First level(tier), the claiming party(Claimant) will approach the FA of it's administrative Ministry/Department for representing the dispute before the Secretary of it's administrative Ministry/Department. The Secretary of administrative Ministry/Department of claiming party will intimate the same to the Secretary of administrative Ministry/Department of responding party (Respondent) and Secretary-D/o Legal Affairs and thereafter meetings will take place in the administrative Ministry/Department of the claiming party to examine the facts and resolve the dispute on merit. The FAs of the concerned administrative Ministries/Departments will represent the issues related to the dispute in question before the above Committee. After arriving at a decision by the Committee, the Secretary of the administrative Ministry/Department of the claiming party will write down the decision and it will be signed jointly by both the Secretaries and Secretary- D/o Legal Affairs. A copy of the decision will be communicated by the Secretary of the administrative Ministry/Department of the claiming party to each party to the dispute for implementation.

In case where one party (1st party) to the dispute is a Department/Organization of a State Government, the procedure for admitting the dispute will be same as above, however, all meetings in connection with resolution of the dispute will be held in the administrative Ministry/Department (Union) of other party(2nd Party) irrespective of the position of the 1st Party whether as a Claimant or Respondent. The presentation of the issues before the above Committee in this case will be done by the FA of the concerned Administrative Ministry/Department and concerned Principal Secretary of the State Government Department/Organization.

- ii. The Committee of Secretaries at the First level(tier) shall finalise its decision within 3 months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

5. Appeal

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

6. Arbitration Clause

- (i) The CPSEs will ensure inclusion of a clause in all the existing and future commercial contracts between CPSEs, *inter-se* and CPSEs and Government Departments/Organizations as under:-

"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)/ Port Trusts *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".

- (ii) The on-going contracts shall also be suitably amended accordingly.

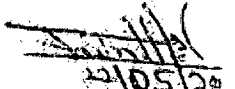
7. Disposal of pending cases in PMA

All pending cases with Sole Arbitrator-PMA and Appellate Authority shall stand transferred with immediate effect to concerned administrative Ministries/Departments to be dealt with as per above mentioned laid down mechanism of dispute resolution. All cases in which the hearing has been completed

by Sole Arbitrator, the award will be made by Sole Arbitrator. Appeal if any, made against such cases will lie with the Cabinet Secretary at Second level(tier).

8. All the administrative Ministries/Departments concerned with Central Public Sector Enterprises/ Port Trusts etc. are requested to bring these guidelines to the notice of all CPSEs under their administrative control for strict compliance.

9. This issues with the approval of the Competent Authority.


22/05/2018
(J. N. Prasad)

Director

Tel. 24360736

To.

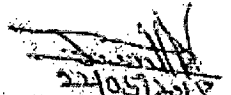
1. Secretary of all Ministries/Departments of the Government of India.
2. Chief Secretary of all the States and Union Territories.

Copy to:

1. Sh. G. S. Yadav, Joint Secretary & Arbitrator-PMA, DPE.
2. Chief Executive of all CPSEs for information and necessary compliance.

Copy forwarded for kind information to:

- (i) The Prime Minister's Office, South Block, New Delhi.
- (ii) The Cabinet Secretariat, Rashtrapati Bhawan, New Delhi.
- (iii) PS to the Minister (HI&PE), Udyog Bhawan, New Delhi.
- (iv) Secretary(DPE), CGO Complex, New Delhi.
- (v) Secretary (Law), D/o Legal Affairs, Shastri Bhawan, New Delhi.

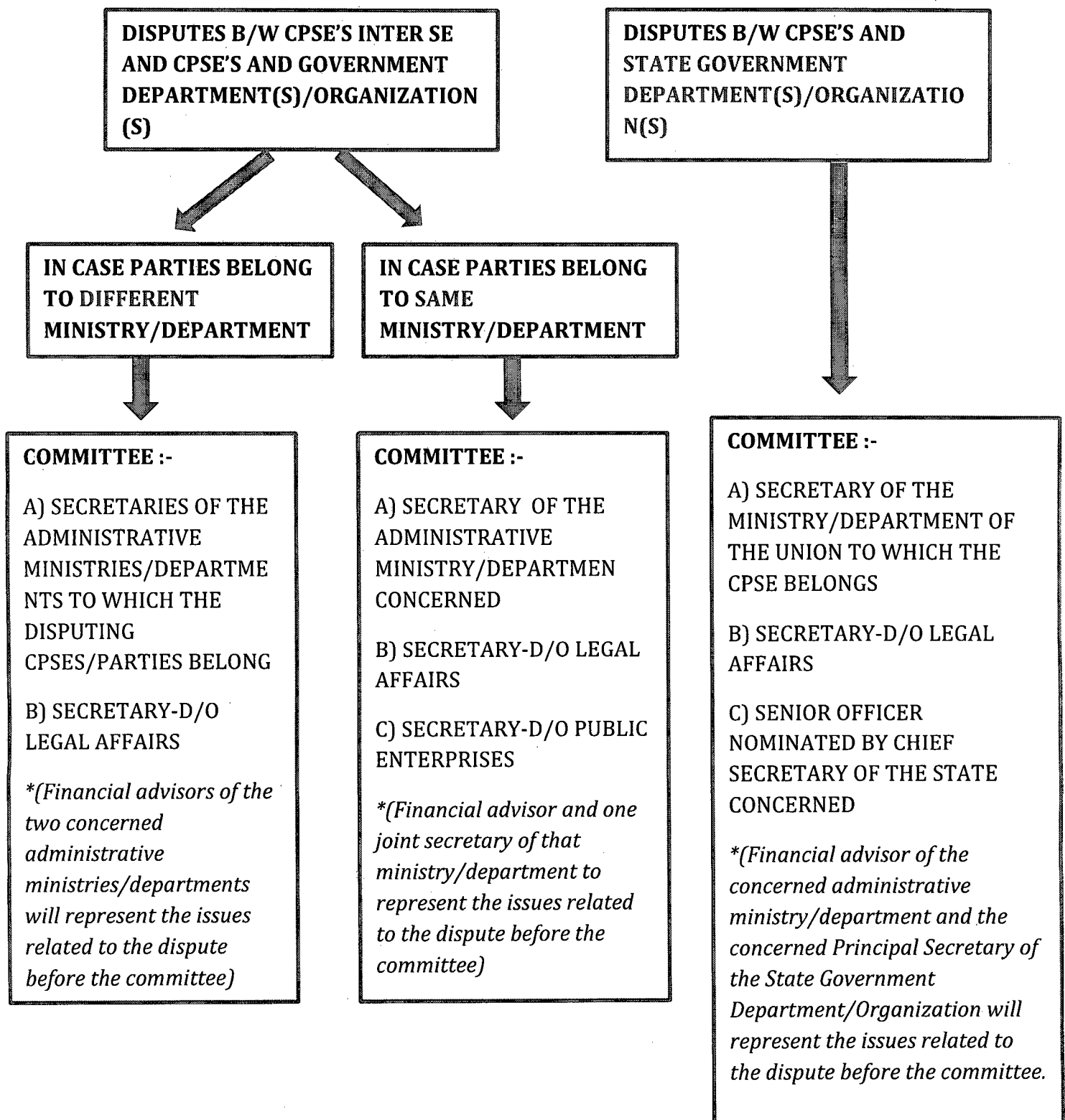

22/05/2018
(J. N. Prasad)

Director

Tel. 24360736

SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSE'S INTER SE AND CPSE'S AND GOVERNMENT DEPARTMENT(S)/ORGANIZATION(S)- ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSE'S DISPUTES ON THE BASIS OF CIRCULAR DATED 22.05.2018 RECEIVED FROM DPE.

(TIER 1)



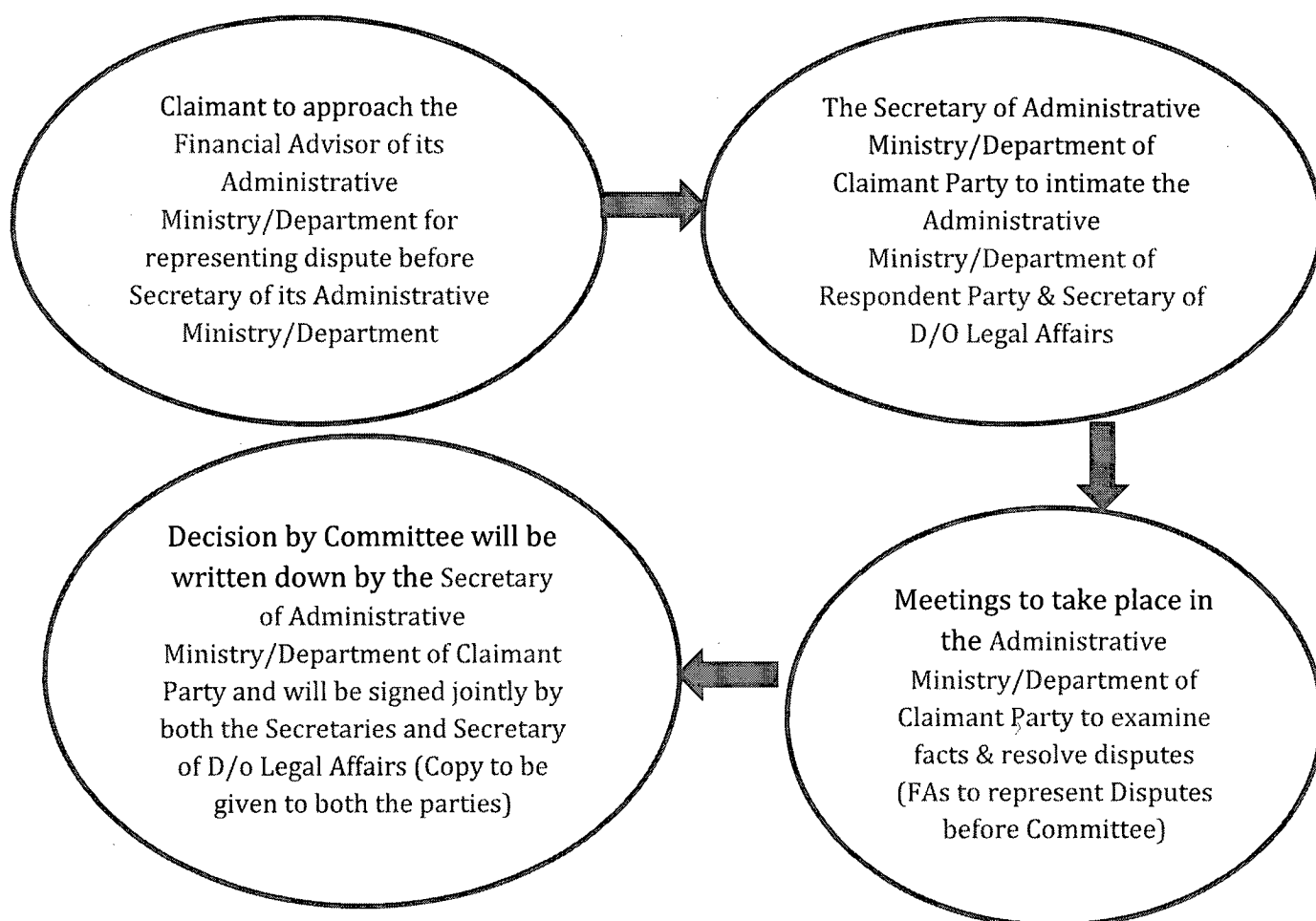
(TIER 2)

IN CASE THE DISPUTE REMAINS UNRESOLVED EVEN AFTER CONSIDERATION BY THE ABOVE COMMITTEE:-

APPEALS FROM DECISION OF COMMITTEE TO BE FILED WITHIN 15 DAYS:-

CABINET SECRETARY (Decision final & binding)

PROCEDURE TO BE FOLLOWED:-



IN CASE 1st PARTY TO THE DISPUTE IS A DEPARTMENT/ORGANIZATION OF A STATE GOVERNMENT (SAME PROCEDURE TO BE FOLLOWED AS ABOVE)

EXCEPT

- The meetings will be held in the Administrative Ministry/Department of other Party (2nd Party) whether 1st Party is Claimant or not.**
- The presentation of issues will be done by FA of the concerned Administrative Ministry/Department and concerned Principal Secretary of the State Government Department/Organization.**



SPECIAL CONDITIONS OF CONTRACT (SCC)-PURCHASE

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1.0 DEFINITIONS

- 1.1 EFFECTIVE DATE shall mean the date on which Contractor / Supplier's obligations will commence and that will be the date of Fax of Acceptance (FOA).
- 1.2 WAREHOUSE / DUMP YARD / DUMP SITE / DELIVERY LOCATION shall mean a place hired/owned by Owner for the purpose of storing the material at Project site.

2.0 INTERPRETATIONS

- i. Where any portion of the "GCC – GOODS" and / or "GCC – WORKS" is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to over-ride the provisions of the "GCC – GOODS" and / or "GCC – WORKS. SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- ii. In Contract Documents, the singular shall include the plural and vice versa wherever the context so requires, unless otherwise stated specifically.
- iii. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- iv. All headings, subtitles and marginal notes to the clauses of the GCC - GOODS, GCC – WORKS, SCC or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- v. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- vi. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone, such provision to be read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.

3.0 SELLER'S SCOPE (GCC – GOODS/WORKS)

- 3.1 Supply of Goods / Equipments as per MR.
- 3.1.1 Seller's scope shall include (a) manufacturing of items / goods / equipments as per Material Requisition, technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Consultant's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Consultant/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Loading on truck/trailer for Indian Bidder/ loading on ship at FOB Port of exit including stowing as applicable for Foreign Bidder.
- 3.2 Transportation of material upto Project site for Indian bidders and shipment of material upto port of entry in India for Foreign Bidders.
- 3.3 Site work, wherever applicable, as per requirements specified elsewhere in the Bidding document, "Health, Safety & Environment", shall be applicable.
- 3.4 Site supervision for Erection & Commissioning as per requirements specified in the Bidding document, wherever applicable. Terms & Conditions shall be as per annexure to Price Schedule.
- 3.5 Training of owner's / consultant's person(s) at vendor's works / project site, wherever applicable, as per guidelines given in the Material Requisition. The prices for Training shall be included in the quoted prices until and unless specifically asked for extra prices in the price schedule formats.

- 3.6 Any other specific requirement / activity though specifically not covered but is required as per scope of work, scope of supply, specifications, standards, drawings, GPC, GCC, SCC or any other part of Bidding Document.

4.0 DELIVERY / COMPLETION SCHEDULE

- 4.1 Delivery / Completion schedule shall be as specified in the RFQ/IFB/BDS.
- 4.2 Delivery period, as detailed in Clause 4.1 of SCC, shall be the essence of Contract.

5.0 DESPATCH INSTRUCTIONS

- 5.1 Seller shall obtain dispatch clearance from the Purchaser/ Consultant prior to each dispatch.
- 5.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.
- 5.3 Ultimate Consignee address (Stores) shall be as mentioned in Material Requisition attached with the bidding document.
- 5.4 Port Consignee address (Stores) is as follows:
- Chief Manager / HOD (C&P)
GAIL (India) Limited
GAIL Bhawan, Plot No 73,
Road No 3, Sector 15
CBD Belapur, District & Taluka: Thane
Navi Mumbai, Pin Code 400614.

6.0 INDEPENDENT SELLER

- 6.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

7.0 LIEN

- 7.1 Seller shall ensure that the supplies made under the Contract is free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless the Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8.0 RECOVERIES

- 8.1 In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor / Supplier, immediately on enforcement of such variation, under intimation to the Contractor / Supplier.

9.0 INSURANCE

As per GCC (GOODS) Clause No. 16. Details of Purchaser's Insurance Agent and Insurance Policy shall be covered in Purchase Order.

Name and address of insurance agency is as follows:

National Insurance Company Ltd
Corporate Underwriti Konnectus Tower,
Bhavbhuti Marg, 803B Tower 3,
8th Floor opposite New Delhi Railway Station,

Ajmeri Gate side-110002
State Code 7, Delhi
GSTIN: 07AAACN9967E1Z5

POLICY NO. 340100211810001398 (FOR INDIAN BIDDER) & 370100211810001400 (FOR FOREIGN BIDDER) VALIDITY (30.03.2019 TILL 29.03.2020)

Ph No. +91-11-264 35761 / 264 32320 / 264 11331
Fax No. : +91-11-264 35761

Kind Attn : MR NITIN SAGAR (MARINE U/W),
nitin.sagar@nic.co.in
Mobile No.+91- 7905598728

[MR. MANISH GANGWANI](mailto:manish.gangwani@nic.co.in)
manish.gangwani@nic.co.in

[MR. ANUJ THAKUR](mailto:anuj.thakur@nic.co.in)
anuj.thakur@nic.co.in

10.0 PRICE REDUCTION SCHEDULE (PRS) : REFER BDS

11.0 TERMS AND MODE OF PAYMENT

- 11.1 The terms and mode of payment shall be as per Annexure-I to SCC.
- 11.2 No claim Certificate is Annexed as Annexure – II to this SCC. Seller is required to furnish the same along with the final invoice/bill. Payment against final bill shall be released only after Seller's furnishing this certificate duly filled in signed and stamped.

12.0 ORIGIN OF GOODS

- 12.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

13.0 FALL CLAUSE

Fall Clause under Clause 38 of GAIL's GCC Goods stand deleted.

14.0 QUALITY ASSURANCE/QUALITY CONTROL

- 14.1 The Bidder shall prepare a detailed Quality Assurance Plan (QAP) for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
- 14.2 The Bidder shall establish document and maintain an effective Quality Assurance System as outlined in recognized codes.
- 14.3 The Purchaser/Consultant, while agreeing to a Quality Assurance Plan, shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site etc., as deemed necessary for quality assurance.

15.0 'ECA' FINANCING FOR FOREIGN BIDDERS ONLY

GAIL intends to finance the supply of the material from the Banks/Financial Institution with the support of Export Credit Agency (ies) of International repute. GAIL will approach the leading Bank(s)/ financial institutions at appropriate time for finalizing the loan based on the guarantee given by the ECA of the supplier/vendor country. The supplier shall be required to extend full co-operation to the ECA, prospective lenders (Banks and financial institution) and GAIL to facilitate the finalisation of the loan in term of inter-alia providing necessary details and information etc. that may be needed for carrying out the due diligence exercise by the ECA and the lending banks.

In the event, GAIL choose to opt for ECA financing, the payment terms would be amended accordingly to reflect the buyers credit payment facility to the vendor.

In the event GAIL avails the ECA backed financing from the lenders, necessary comfort would be provided to the vendors with respect to the security of the payment to the vendors against the supply of material. The payment to the vendors depending upon the circumstances could be either through the LC or directly from the GAIL lenders who are backed / provided guarantee by the ECA of the bidder's country.

Further, the bidders will be required to submit a letter from the ECA of the bidder's respective country that subject to the due diligence, the ECA would support by way of providing guarantee for arranging finance for the purchase by GAIL.

16.0 POST ORDER CORRESPONDENCE

Details of persons for post order correspondence shall be intimated in the Purchase Order.

17.0 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.

18.0 INDEMNITY BOND

- 18.1 Material Requisition involving Site Works/Package, where the Bidder is required to be the sole custodian of all goods on behalf of Purchaser, and will be responsible for safety, security, storage, protection etc. till handing over of Equipment/ System. The Purchaser will have the 'Title of Ownership' on all such supplies/ Works performed as soon as any progressive payments are made to the Bidder, and the Bidder shall not subject these Works for use other than those intended under the Contract. Bidder shall furnish an Indemnity bond (in the prescribed format Attached as Annexure-III to SCC) before the commencement of despatches, covering the total value of goods, valid till the date of handing over of the Equipment/ System. Bidder's authorised signatory shall sign the Indemnity bond.

19.0 THIRD PARTY INSPECTION

19.1 Seller to note the following:

QAP will be approved by EIL/Purchaser incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order / Contract document.

Material to be supplied according to EN 10204-3.2 compliance and vendor to issue 3.2 compliance certificate duly signed by inspection agency. Final Inspection release note shall be issued by EIL/Purchaser.

Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority, issuing the final inspection certificate.

19.2 Indian bidder:

Inspection/Certification of all the goods of Indian origin, shall be done by EIL for which no extra charges shall be payable.

All bought out items including import content (if applicable) shall be subject to inspection by (i.e. BV/DNV/TUV/CEIL/LRS/ABS/AIB-Vincotte) for which charges to be included in the quoted prices and no additional charges will be paid by Purchaser.

19.3 Foreign bidder:

Inspection/ certification of all the goods including bought out shall be done by Third Party Inspection agency unless mentioned otherwise. Vendors shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/ABS/AIB-Vincotte) in the country of origin. However, GAIL / EIL reserve right to witness inspection activities at any stages of manufacturing / testing, for which no extra charges shall be quoted by vendor.

20.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

20.1 All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- a. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- b. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- c. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.

20.2 Suppliers are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.

21 ORDER OF PRECEDENCE

21.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts – Goods. Where any portion of Special Conditions of Contracts and General Conditions of Contract – Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract – Goods. Order of Precedence shall be as under:

- (a) Purchase Order
- (b) Letter of Award / Fax of Acceptance
- (c) RFQ / IFB
- (d) Bid Data Sheet
- (e) Job Specifications
- (f) Drawings
- (g) Instruction to Bidders with e-tender instructions
- (h) Special Conditions of Contract
- (i) Technical Specifications
- (j) General Conditions of Contract

(k) Other Documents

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

22 Invoicing Address:

All invoices shall be raised on the following address:

Officer – in – Charge
GAIL (India) Limited,
Details shall be provided after award.

Payments to be released from respective site offices and ORIGINAL Invoice may be addressed to “HOD (F&A), GAIL (India) Ltd, Jubilee Tower, B-35 & B-36, Sector-1, Noida” & a copy of Invoice to be forwarded to GM (PE).

23 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)- IN CASE OF SITE WORK

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to GAIL in this respect and Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

24 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

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.*

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

25 METHODOLOGY FOR PROCESSING TERMINATION FOR DEFAULT:

- a. Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- b. In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.

However, in case, if the contractor submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG.

- c. In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.
- d. Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.
- e. In case of occurrence of any of the above specified events, contractor shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.
- f. The Contractor may also request for a personal hearing.
- g. EIL/ Owner based on the contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise
- h. The decision taken as above shall apply to both Termination as well as Suspension / Banning."

Further to above, In case contract/ Purchase order awarded for the tendered work have to be terminated due to Contractor's/ supplier's default and a separate enquiry / tender have to be floated to get the remaining/ complete work executed, such defaulting Contractor/ supplier will not be considered for enquiries/ tenders issued for the refloated works of same project.

26 Clause 44 & 45 of ITB (Instruction to Bidder) shall also be part of Special Condition of Contract (SCC)

ANNEXURE-I TO SCC

ANNEXURE - I TO SCC: TERMS OF PAYMENT

The following shall be read in conjunction with Article 21 of GCC (Goods)

1.1 Indian Bidder:

1.1.1 90% of Invoice value with Transportation Charges taxes and duties will be paid progressively after adjustment against PRS and against submission of following documents:

- (i) Tax Invoice (In Triplicate)
- (ii) Inspection Certificate / Inspection Release Note issued by Purchaser/Purchaser's agency.
- (iii) LR/GR
- (iv) Packing List
- (v) Proof of customs clearance including payment of customs duty for imports permitted in the Contract.

1.1.2 5% amount against commissioning

1.1.3 5 % amount against successful site PGTR.

1.2 Foreign Bidder:

1.2.1 90% of total invoice value including ocean freight (in case of CFR contract) less Indian Agent's Commission will be paid progressively through irrevocable LC in terms of Clause No. 3.2 below after adjustment against PRS, if any, and submission of following documents

- (i) Invoice in triplicate
- (ii) Clean Bill of Lading.
- (iii) Inspection Certificate / Inspection Release Note issued by Purchaser/Purchaser's agency
- (iv) Packing List
- (v) Documents pertaining to ocean freight (in case of CFR Contract)
- (vi) Country of Origin
- (vii) Documents as specified in Vendor Data Requirement in MR.

1.2.2 5% amount against commissioning

1.2.3 5 % amount against successful site PGTR.

1.3 For Site Work:

1.3.1 90% against monthly progressive monthly bills (based on agreed billing schedule) duly certified by Engineer-In-Charge.

1.3.2 10% on successful completion and handing over of goods/ equipments.

1.4 For Supervision, Erection, Testing & Commissioning (Indian & Foreign Bidder)

100% against progressive monthly bills payable against submission of invoices and time sheets certified by engineer-in-charge.

2. The invoice shall be made after adjusting the following:

- 2.1. PRS pursuant to GCC - GOODS Clause 26.0 and SCC (Goods) – Clause 10.0, if applicable.
- 2.2. Indian agents commission, if applicable.

3. Mode of Payment

3.1 Indian bidders:

3.1.1. Payment will be released through E-payment as detailed in ITB clause 20.

3.2. Foreign bidders:

- 3.2.1 Through an irrevocable Letter of Credit (L/C) for 100% of total order value less Indian Agent's Commission / Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Scheduled Bank within 30 days of acceptance of award by the Seller and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

Agency Commission (if applicable) will be paid by GAIL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by GAIL.

4. Deduction at Source

- 4.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
4.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

5. Invoicing Address :

- 5.1. The INVOICE shall be raised in favour of OIC, GAIL as mentioned in PO.

6 Paying Authority :

- 6.1. GENERAL MANAGER (F&A),
GAIL (India) Limited,
19th Floor, Jubilee Tower,
B-35 & B-36, Sector-1, Noida.

Notes: All invoices shall be raised in line with the GST Act/Rules in Vogue.

ANNEXURE- II TO SCC

[On the Letter-head of Contractor]

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *____ and *____ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GAIL (India) Ltd. in reference to Tender No. _____ dated _____ (“Contract”).

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from GAIL (India) Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and GAIL (India) Ltd. under and with reference to said Contract stands fully and finally settled.

We further absolve GAIL (India) Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated :

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)/ sub- contractor(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, forthwith 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

SECTION-IV

GENERAL CONDITIONS OF CONTRACT – GOODS

**Note: General Condition of Contract-Goods is available on
GAIL's Tender Website <http://gailtenders.in/Gailtenders/gccs.asp>**

निर्माण स्थल पर स्वास्थ्य, सुरक्षा एवं पर्यावरण प्रबंधन हेतु मानक विनिर्देशन

STANDARD SPECIFICATION FOR HEALTH, SAFETY & ENVIRONMENTAL (HSE) MANAGEMENT AT CONSTRUCTION SITES

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Rev	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
						Approved by

Abbreviations:

AERB	:	Atomic Energy Regulatory Board
ANSI	:	American National Standards Institute
BARC	:	Bhabha Atomic Research Centre
BS	:	British Standard
EIL	:	Engineers India Limited
ELCB	:	Earth Leakage Circuit Breaker
EPC	:	Engineering, Procurement and Construction
EPCC	:	Engineering, Procurement, Construction and Commissioning
ESI	:	Employee State Insurance
GCC	:	General Conditions of Contract
GM	:	General Manager
GTAW	:	Gas Tungsten Arc Welding
HOD	:	Head of Department
HSE	:	Health, Safety & Environment
OH&S	:	Occupational Health and Safety
LTI	:	Lost Time Injuries
HIRAC	:	Hazard, Identification Risk Assessment & Control
OISD	:	Oil Industry Safety Directorate
HV	:	High Voltage
IS	:	Indian Standard
ISO	:	International Organization for Standardization
IE	:	Indian Electricity
LOTO	:	Lock Out & Tag Out
LPG	:	Liquefied Petroleum Gas
LSTK	:	Lump Sum Turn Key
MV	:	Medium Voltage
PPE	:	Personal Protective Equipment
RCCB	:	Residual Current Circuit Breaker
RCM	:	Resident Construction Manager or Site-in-Charge, as applicable
SCC	:	Special Conditions of Contract
SLI	:	Safe Load Indicator
SWL	:	Safe Working Load
TPI	:	Third Party Inspection
TBT	:	Tool Box Talks

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1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied by Contractors/Vendors including their sub-contractors/sub vendors during construction.

This specification is not intended to replace the necessary professional judgment needed to design & implement an effective HSE system for construction activities and the contractor is expected to fulfill HSE requirements in this specification as a minimum. It is expected that contractor shall implement best HSE practices beyond whatever are mentioned in this specification.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s)/ Legislations, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Job (Technical) Specifications. Where different documents stipulate different requirements, the most stringent shall apply.

2.0 REFERENCES

The document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers Act,
- Indian Factories Act
- Job (Technical) specifications
- Relevant International/ National Codes (refer Appendix-A for standards/codes on HSE)
- Relevant State & National Statutory requirements.
- Operating Manuals Recommendation of Manufacturer of various construction Machineries
- Occupation Health and Safety Management System (OHSAS 18001:2007) and Environmental Management System (ISO 14001:2015)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENTAL (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS

3.1 Management Responsibility

3.1.1 HSE Policy & Objectives

The Contractor should have a documented and duly approved HSE policy & objectives to demonstrate commitment of their organization to ensure health, safety and environmental aspects in their line of operations.

3.1.2 Management System

The HSE management system of the Contractor shall cover the HSE requirements & commitments to fulfill them, including but not limited to what have been specified under clauses 1.0 and 2.0 above. The Contractor shall obtain the approval of its site specific HSE Plan from EIL/ Owner prior to commencement of any site works. Corporate as well as Site management of the Contractor shall ensure compliance of their HSE Plan at work sites in its entirety in true spirit.

3.1.3 Indemnification

Contractor shall indemnify & hold harmless, Owner/EIL & their representatives, free from any and all liabilities arising out of non-fulfillment of HSE requirements or its consequences.

3.1.4 Deployment & Qualifications of Safety Personnel

The Contractor shall designate / deploy various categories of HSE personnel at site as indicated below in sufficient number. In no case, deployment of safety Supervisor / Safety Steward shall substitute deployment of Safety Officer / Safety Engineer what is indicated in relevant statute of BOCW Act i.e. deployment of safety officer/Safety Engineer is compulsory at project site. The Safety supervisors, Safety stewards/Observer etc. would facilitate the HSE tasks at grass root level for construction sites and shall assist Safety Officer /Engineers.

Contractor shall appoint safety personnel as given below for every work shift (As per table below):

- Safety Observer/Steward: Contractor shall depute one Safety Observer/Steward for every 100 workers and additionally thereon.
- Safety Supervisor: In addition to above (i), contractor shall depute one Safety Supervisor for every 250 workers and additionally thereon.
- Safety Engineer: In addition to above (i & ii), one safety engineer/ officer for every 1000 workers and additionally thereon.

No. of Workers deployed	Requirement of Safety Personnel for every shift		
	Safety Observer/Steward	Safety Supervisor	Safety Engineer/ Officer
1-100	One	One (1-250)	One
101-200	Two	Two (250-500)	
201-300	Three		
301-400	Four		
401-500	Five		
Up to 1000	Ten	Four	
Up to 2000	Twenty	Eight	Two

In case any of the safety personnel leave the contractor the same shall be intimated to the owner/ Consultant/ EIL. The contractor shall recruit new personnel and fill up the vacancy.

a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and trained in fire-fighting as well as in safety/occupational health related subjects, with minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree in Science (with Physics & Chemistry) or a Diploma in Engg. Or Tech. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety & fire related day-to-day issues.

c) Safety Officer / Safety Engineer

Safety Officer/Engineer should possess following qualification & experience:

- (i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years, **or** possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.
- (ii) Recognized degree or one year diploma in Industrial safety (from any Indian Institutes recognized by AICTE or State Council of Tech. Education of any Indian State / Union territory) with at least one paper in construction safety (as an elective subject).
- (iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

- (i) Person possessing Graduation Degree in Science with Physics & Chemistry and degree or one year diploma in Industrial Safety (from any Indian institutes recognized by AICTE or State Council of Tech. Education of any Indian State/ Union Territory) with practical experience of working in a building, plant or other construction works (as Safety Officer, in line with Indian Factories Act, 1958) for a period of not less than five years, may be considered as Safety Officer.

d) HSE In-Charge

In case there is more than one Safety Officer at any project construction site, one of them, who is senior most by experience (in HSE discipline), may be designated as HSE In-Charge. Duties & responsibilities of such person shall be commensurate with that of relevant statute and primarily to coordinate with top management of EIL/Client and contractors.

In case the statutory requirements i.e. State or Central Acts and / or Rules as applicable like the Building and Other Construction Workers' Regulation of Employment and Conditions of Service- Act, 1996 or State Rules (wherever notified), the Factories Act, 1948 or Rules (wherever notified), etc. are more stringent than above clarifications, the same shall be followed.

Contractors shall ensure physical availability of safety personnel at the place of specific work location, where Hot Work Permit is required/granted. No work shall be started at any of the project sites until above safety personnel & concerned Site Engineer of Contractor are physically deployed at site. The Contractor shall submit a HSE Organogram clearly indicating the lines of responsibility and reporting system and elaborate the responsibilities of safety personnel in their HSE Plan.

The Contractor shall verify & authenticate credentials of such safety personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for EIL/Owner's approval, at least 1 month before the mobilization. The Contractor, whenever required, shall arrange submission of original testimonials/certificates of their Safety personnel, to EIL/Owner (for verification/scrutiny, etc.)

Imposition/ Realization of penalty shall not absolve the Contractor from his/her responsibility of deploying competent safety officer at site.

Adequate planning and deployment of safety personnel shall be ensured by the Contractor so that field activities do not get affected because of non-deployment of competent & qualified safety personnel in appropriate numbers.

3.1.5 Implementation, Inspection/Monitoring

- a) The Contractor shall be fully responsible for planning, reporting, implementing and monitoring all HSE requirements and compliance of all laws & statutory requirements.
- b) The Contractor shall also ensure that the HSE requirements are clearly understood & implemented conscientiously by their site personnel at all levels at site.
- c) The Contractor shall ensure physical presence of their field engineers / supervisors, during the continuation of their contract works / site activities including all material transportation activities. Physical absence of experienced field engineers / supervisors of Contractor at critical work spot during the course of work may invite halting / stoppage of work.
- d) The Contractor shall regularly review inspection report internally and implement all practical steps / actions for improving the status continuously.
- e) Contractor skilled workmen like riggers, scaffold erectors, welders, crane operators etc. should have sufficient past experience and skill on the relevant job.
- f) The Contractor shall ensure important safety checks right from beginning of works at every work site locations and to this effect format No. HSE-10 "Daily Safety Check List" shall be prepared by field engineer & duly checked by safety personnel for conformance.
- g) The Contractor shall carry out inspection to identify various unsafe conditions of work sites/machinery/equipments as well as unsafe acts on the part of workmen/supervisor/engineer while carrying out different project related works.
- h) Adequate records for all inspections shall be maintained by the Contractor and the same shall be furnished to EIL/Owner, whenever sought.
- i) To demonstrate involvement/commitment of site management of Contractor, at least one Safety Walk through in a month shall be carried out by Contractor's head of site (along with his area manager/field engineers) and a report shall be furnished to EIL/Owner as per format No: HSE-1 "Safety walk through report" followed by compliance for unsatisfactory remarks.
- j) As a general practice lifting tools/tackles, machinery, accessories etc. shall be inspected, tested and examined by competent person (approved by concerned State authorities) before being used at site and also at periodical interval (e.g. during replacement, extension, modification, elongation/reduction of machine/parts, etc.) as per relevant statutes. Hydra, cranes, lifting machinery, mobile equipments/ machinery/ vehicles, etc. shall be inspected regularly by only competent / experienced personnel at site and requisite records for such inspections shall be maintained by contractor. Contractor shall also maintain records of maintenance of all other site machinery (e.g. generators, rectifiers, compressors, cutters, etc.) & portable tools/equipments being used at project related works (e.g. drills, abrasive wheels, punches, chisels, spanners, etc.). The Contractor shall not make use of arbitrarily fabricated 'derricks' at project site for lifting/ lowering of construction materials.
- k) Site facilities /temporary. installations, e.g. batching plant, cement godown, DG-room, temporary electrical panels/distribution boards, shot-blasting booth, fabrication yards, etc. and site welfare facilities, like labour colonies, canteen/pantry, rest-shelters, motor cycle/bicycle-shed, First-aid centers, urinals/toilets, etc. should be periodically inspected by Contractor (preferably utilizing HR/Admin. personnel to inspect site welfare facilities) and records to be maintained.

3.1.6 Behaviour Based Safety

- a) The contractor shall develop a system to implement Behavior-Based Safety (BBS) through which work groups can identify, measure and change the behaviors of employees and workers towards construction safety aspects.
- b) The BBS process shall include the following:
 - Identify the behaviors critical to achieve required safety performance.
 - Communicate the behaviors and how they are performed correctly by all

- Observe the work force and record safe/at risk behaviors. Intervene with workers to give positive reinforcement when unsafe behaviors are observed. Provide coaching/correction when at risk behaviors are observed
- Collect and record observation data
- Summarize and analyze observation data
- Communicate observation data and analysis results to all employees
- Provide recognition or celebrate when safe behaviour improvements occur
- Change behaviours to be observed or change activators or change consequences as appropriate.
- Communicate any changes to workforce
- c) Contractor through its own HSE committee shall implement the above process.
- d) The necessary procedures and Monthly reporting formats shall be developed by the contractor for approval by EIL/Owner.
- e) Contractor shall assess & recognize the behavioral change of its site engineers / supervisors once in a six month and constantly motivate / encourage them to implement HSE practices at project works
- f) The HSE committee of contractor shall observe individual's behavior for safe practices adapted for utilization/execution of work for followings a minimum:-
 - PPE
 - Tools & equipments
 - Hazard Identification & control
 - House keeping
 - Confined space entry
 - Hot works
 - Excavation
 - Loading & unloading
 - Work at height
 - Stacking & storage
 - Ergonomics

3.1.7 Awareness and Motivation

- a) The Contractor shall promote and develop awareness on Health, Safety and Environmental protection among all personnel working for the Contractor.
- b) The contractor shall display safety statistics board at all prominent location. Also shall provide dedicated notice board for displaying of safety alerts or any other safety related notices for awareness site workforces.
- c) Regular awareness programs and fabrication shop/work site meetings at least on monthly basis shall be arranged on HSE activities to cover hazards/risks involved in various operations during construction.
- d) Contractor to motivate & encourage the workmen & supervisory staff by issuing/ awarding them with tokens/ gifts/ mementos/ monetary incentives/ certificates etc. The motivational program shall be organized on regular basis.

3.1.8 Fire Prevention & First-Aid

- a) The Contractor shall arrange suitable First-aid measures such as First Aid Box (Refer Appendix-B for details), stand-by Emergency Vehicle. Additionally separate ambulance with trained personnel/male or female nurse to administer First Aid shall be provided by the Contractor beyond deployment of 500 workmen during day/night working hours. At least one fire extinguisher shall be placed at each location of DG Set, Hot works, electrical booth etc.
- b) The Contractor shall arrange installation of fire protection measures such as adequate number of steel buckets with sand & water and adequate number of appropriate portable fire extinguishers (Refer Appendix-C for details) to the satisfaction of EIL/Owner.

- c) The Contractor shall arrange EMERGENCY MOCK DRILL like fire, bomb threat, gas leakage, earth quake, etc. at each site at least once in three months, involving site workmen and site supervisory personnel & engineers. The Contractor shall maintain record of such mock drills at project site.
- d) The contractor shall require to tie-up with the hospitals located in the neighborhood for attending medical emergency.

3.1.9 Documentation

The Contractor shall evolve a comprehensive, planned and documented system covering the following as a minimum for implementation and monitoring of the HSE requirements and the same shall be submitted for approval by owner/EIL.

- HSE Organogram
- Site specific HSE Plan
- Safety Procedures, forms and Checklist. Indicative list of HSE procedures is attached as Appendix :H
- Inspections and Test Plan
- HIRAC Register as per Format no: HSE-19 to identify, assess, analyze & mitigate the construction hazards& incorporate relevant control measures before actually executing site works.
- Environmental Aspect Impact Register as per Format no: HSE-18 (identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures).
- Legal Register to identify and comply to all applicable HSE related legal requirements.

The monitoring for implementation shall be done by regular inspections and compliance of the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/office, if applicable. However, compliance of HSE requirements shall be the responsibility of the Contractor. Any review/approval by EIL/Owner shall not absolve contractor of his responsibility/liability in relation to fulfilling all HSE requirements.

3.1.10 Audit

The Contractor shall submit an Audit Plan to EIL/Owner indicating the type of audits covering following as minimum:

- a) Internal HSE audits regularly on six monthly basis by engaging internal qualified auditors (viz safety officers/Construction personnel having 5years experience in construction safety and Lead Auditor Course: OSHA 18001certification).However, minimum two internal HSE audit will have to be conducted irrespective of time period of the contract.
- b) External HSE audits regularly on yearly basis by engaging authorized auditing agencies (viz. National Safety Council etc.) or qualified external auditors (viz safety officers/Construction personnel having 10years experience in construction safety and Lead Auditor Course: OHSAS 18001certification). However, minimum one external HSE audit will have to be conducted irrespective of time period of the contract.

All HSE shortfalls/ non-conformances on HSE matters brought out during review/audit, shall be resolved forthwith (generally within a week) by Contractor& compliance report shall be submitted to EIL/Owner.

In addition to above audits by contractor, the contractor's work shall be subjected to HSE audit by EIL/Owner at any point of time during the pendency of contract. The Contractor shall take all actions required to comply with the findings of the Audit Report and issue regular Compliance Reports for the same to OWNER/ EIL till all the findings of the Audit Report are fully complied.

Failure to carry-out HSE Audits& its compliance (internal & external) by Contractor, shall invite penalization.

3.1.11 Meetings

- i. The Contractor shall ensure participation of his top most executive at site (viz. Resident Construction Manager / Resident Engineer/ Project Manager / Site-in-Charge) in Safety Committee/HSE Committee meetings arranged by EIL/Owner usually on monthly basis or as and when called for. In case Contractor's top most executive at site is not in a position to attend such meeting, he shall inform EIL/Owner in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against the specific Contractor, as deemed fit as per Contract. The obligation of compliance of any observations during the meeting shall be always time bound. The Contractor shall always assist EIL/Owner to achieve the targets set by them on HSE management during the project implementation.
- ii. In addition, the Contractor shall also arrange internal HSE meetings chaired by his top most executive at site on fortnightly basis and maintain records. Such internal HSE meetings shall essentially be attended by field engineers / supervisors including safety personnel of the Contractor and its associates. Records of such internal HSE meetings shall be maintained by the Contractor for review by EIL/Owner or for any HSE Audits.
- iii. Agenda of internal HSE meeting should broadly cover: -
 - a) Confirmation of record notes /minutes of previous meeting
 - b) Discussion on outstanding subjects of previous points / subjects, if any
 - c) Incidents / Accidents (of all types) at project site, if any
 - d) Current topics related to site activities / subjects of discussion
 - e) House keeping
 - f) Behavioral Safety
 - g) Information / views / deliberations of members / site sub-contractors
 - h) Report from Owner / Client
 - i) Status of Safety awareness, Induction programs & Training programs

The time frame for such HSE meeting shall be religiously maintained by one and all.

3.1.12 Intoxicating drinks & drugs and smoking

- a) The Contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force.
- b) The Contractor shall not allow any workman to commence any work at any locations of project activity who is/are influenced / effected with the intake of alcohol, drugs or any other intoxicating items being consumed prior to start of work or working day.
- c) Awareness about local laws on this issue shall form part of the Induction Training and compulsory work-site discipline.
- d) The Contractor shall ensure that all personnel working for him comply with “No-Smoking” requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the project / plant complex.
- e) Smoking shall be permitted only inside smoking booths, if any, exclusively designated & authorized by the Owner/EIL.

3.1.13 Penalty

The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliances and also for repeated failure in implementation of any of the HSE provisions,

EIL/Owner may impose stoppage of work without any cost & time implication to the Owner and/or impose a suitable penalty.

The amount of penalty to be levied against defaulted Contractor shall be up to a cumulative limit of

2.0% (Two percent) of the contract value for Item Rate or Composite contracts with an overall ceiling of 1,00,00,000(Rupees One Crore).

0.5% (Zero decimal five percent) of the contract value for LSTK, OBE, EPC, EPCC or Package contracts with an overall ceiling of 10,00,00,000(Rupees Ten Crores)

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with EIL/Owner. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner.

The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

Sl. No.	Violation of HSE Norms	Penalty Amount
1.	For not using personal protective equipment like Helmet, Safety Shoes, and other safety gadgets as applicable as per nature of work.	Rs.500/- per day/Item / Person
2.	Working without Work Permit/Clearance	Rs.20,000/- per occasion
3.	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
4.	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person, etc.)	Rs.10,000/- per item per day
5.	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like hand-rails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day
6.	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, and not keeping cylinders vertical during storage/handling, not using safety cap of cylinder).	Rs.1,000/- per item per day
7.	Use of domestic LPG for cutting purpose / not using flash back arresters on both the hoses/tubes on both ends.	Rs.5,000/-per occasion
8.	No fencing/barricading of excavated areas / trenches.	Rs.5,000/- per occasion
9.	Not providing shoring/strutting/proper slope and not keeping the excavated earth at least 1.5M away from excavated area.	Rs.5,000/-per occasion
10.	Non display of scaffold tags, caution boards on erected scaffolds.	Rs.1,000/- per occasion per day
11.	Traffic rules violations like over speeding of vehicles, rash driving, talking on mobile phones during vehicle driving, wrong parking, not using seat belts, vehicles not fitted with reverse horn / warning alarms / flicker lamps during foggy weather.	Rs.3,000/-per occasion per day

Sl. No.	Violation of HSE Norms	Penalty Amount
12.	Absence of Contractor's RCM/SIC or his nominated representative (prior approval must be taken for each meeting for nomination) from site HSE meetings whenever called by EIL/Owner & failure to nominate his immediate deputy for such HSE meetings.	Rs.10,000/- per meeting
13.	Failure to maintain HSE records by Contractor Safety personnel, in line with approved HSE Plan/Procedures/Contract specifications.	Rs.10,000/- per month
14.	Failure to conduct daily site safety inspection (by Contractor's Site Engineer & safety officer), internal HSE meeting, internal HSE Awareness/Motivation Program and Site HSE Training at predefined frequencies (as approved in HSE Plan).	Rs.10,000/- per occasion
15.	Failure to fill online/submit the monthly HSE report by 5 th of subsequent month to Engineer-in-Charge/ Owner	Rs.10,000/-per occasion and Rs.1,000/-per day of further delay
16.	Poor House Keeping	Rs.5,000 /- per occasion per subject
17.	Failure to report & follow-up accident (including Near Miss) reporting system within specific time-frame.	Rs.20,000/- per occasion
18.	Degradation of environment (not confining toxic spills, spilling oil/lubricants onto ground)	Rs.10,000/- per occasion
19.	Not medically examining the workers before allowing them to work at height / to work in confined space / to work in shot-blasting / to work for painting / to work in bitumen or asphalt works, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.5,000/- per occasion per worker
20.	Violation of any other safety condition as per job HSE plan / work permit and HSE conditions of contract (e.g. using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box at site, not providing dead man handle switch for blasting, whiplash arrestor for the compressor line, not using hood with respiratory devices by blaster for shot/grit blasting, etc.)	Rs.5,000/- per occasion
21.	Penalty for non-deployment of ambulance in case of man-power more than 500 or not providing dedicated emergency vehicle in case of man-power less than 500.	Rs.3,000 per day
22.	Failure to carry-out Safety audit in time (internal & external), close-out of identified shortfalls of Observations of Safety Aspects(OSA), etc.	Rs.20,000/- per occasion (for internal audit & OSA). Rs.30,000/-per occasion for external audit
23.	Carrying out sand blasting instead of grit/shot blasting	Rs.50,000/- per day

Sl. No.	Violation of HSE Norms	Penalty Amount
24.	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- per day per Officer
25.	Utilization of hydra/back-hoe loader for material shifting or any other unauthorized /unsafe lifting works	Rs.25,000/- per occasion
26.	Any Fatal Accident	Rs.10,00,000/-per fatality
27.	Any violation not covered above	To be decided by EIL/Owner.

Note: Penalty amount deducted from the contractor shall be utilized by owner/EIC for the promotion of the safety during the currency of the project.

The Contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects of project construction site shall be attributable to the concerned job supervisor / engineer of the Contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with information to EIL & Owner) by the concerned Contractor.

Contractor shall initiate verbal warning shall be given to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the Contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the Contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the Contractor.

3.1.14 Accident/ Incident investigation

All accidents/incidents shall be informed to EIL/Owner at least telephonically by Contractor immediately and in writing within 24 hours on Format No. HSE-2 as applicable, by Contractor. Thereafter, a Supplementary Accident/Incident investigation Report on Format No. HSE-3 shall be submitted to EIL/Owner within 72 hours. Near Miss incident(s), Dangerous accidents/incident shall also be reported on Format No. HSE-4 within 24 hours. The accident/incident shall be investigated by a team of Contractor's senior Site personnel (involving Site-in-Charge or at least by his deputy) for establishing root-cause and recommending corrective & preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to EIL/Owner. Owner/EIL shall have the liberty to independently investigate such occurrences and the Contractor shall extend all necessary help and cooperation in this regard. EIL/Owner shall have the right to share the content of this report with the outside world.

3.2 House Keeping

The Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter-alia; the followings:

- All surplus earth and debris are removed/disposed-off from the working areas to designated location(s).

- b) Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Protective measures to be ensured with projected rebar by suitable means.
- j) Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant area/ or these materials shall be transported with top surface wet.
- k) The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.
- l) At least two exits for any unit area shall be assured at all times – same arrangement is preferable for digging pits/ trench excavation/ elevated work platforms/ confined spaces etc.
- m) Welding cables and the power cable must be segregated and properly stored and used. The same shall be laid away from the area of movement and shall be free from obstruction.
- n) Schedule for upkeep /cleaning of site to be firmed up and implemented on regular basis.

The Contractor shall carry-out regular checks (minimum one per fortnight) as per format No. HSE-11 for maintaining high standard of housekeeping and maintain records for the same. The Contractor shall provide supervisor for housekeeping exclusively for management of day-to-day housekeeping activities.

3.3 HSE Measures

3.3.1 Construction Hazards

The Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out HIRAC specifically for high risk jobs/critical jobs like

- a) Working at height (+2.0 Mts height) for cold (incl. colour washing, painting, insulation etc.) & hot works.
- b) Work in confined space,
- c) Deep excavations & trench cutting (depth > 2.0 mts.)
- d) Operation & Maintenance of Batching Plant.
- e) Shuttering / concreting (in single or multiple pour) for columns, parapets & roofs.
- f) Erection & maintenance of Tower Crane.
- g) Erection of structural steel members / roof-trusses / pipes at height more than 2.0 Mts. with or without crane.
- h) Erection of pipes (full length or fabricated) at height more than 2.0 Mts. height with Crane of 100T capacity.
- i) All lifts using 100T Crane plus mechanical pulling.
- j) All lifts using two cranes in unison (Tandem Lifting).
- k) Any lift exceeding 80% capacity of the lifting equipments (hydra, crane etc.).

- l) Laying of pipes (isolated or fabricated) in deep narrow trenches – manually or mechanically.
- m) Maintenance of crane / extension or reduction of crane-boom on roads or in yards.
- n) Erection of any item at >2.0 Mts. height using 100T crane or of higher capacity
- o) Hydrostatic test of pipes, vessels & columns and water-flushing.
- p) Radiography jobs (in-plant & open field)
- q) Work in Live Electrical installations / circuits
- r) Handling of explosives & Blasting operations
- s) Demolishing/ dismantling activities
- t) Welding/ gas cutting jobs at height (+2.0 Mts.)
- u) Lifting/placing roof-girders at height (+2.0 Mts.)
- v) Lifting & laying of metallic / non-metallic sheet over roof/structures.
- w) Lifting of pipes, gratings, equipments/vessels at heights (+2.0 Mts.) with & without using cranes
- x) Calibration of equipment, instruments and functional tests at yards / work-sites.
- y) Operability test of Pump, Motors (after coupling) & Compressors.
- z) Cold or Hot works inside Confined Space.
- aa) Transportation & shifting of ODC consignments into project areas.
- bb) Working in “Charged/Live” elect. Panels
- cc) Stress Relieving works (Electrically or by Gas-burners).
- dd) Pneumatic Tests
- ee) Card board blasting
- ff) Grit Blasting activity
- gg) Catalyst loading/unloading
- hh) Erection/dismantling of scaffolding
- ii) Chemical cleaning

The necessary HSE measures devised shall be put in place, prior to start of an activity & also shall be maintained during the course of works, by the Contractor. Copies of such HIRAC shall be kept available at work sites by the Contractor to enable all concerned carrying out checks / verification.

A list of typical construction hazards along with their effects & preventive measures is given in **Appendix-E**.

3.3.2 Accessibility

- e) The Contractor shall provide safe means of access (in sufficient numbers) & efficient exit to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen and EIL/Owner.
- f) The Contractor shall implement use of all measures including use of “life line”, “fall-arresters”, “retractable fall arresters”, “safety nets” etc. during the course of using all safe accesses & exits, so that in no case any individual remains at risk of slip & fall during their travel.
- g) A ladder or step-ladder must have a level and firm footing, in case of use of fixed ladders, sufficient foot hold and hand hold to be provided.
- h) The access to operating plant / project complex shall be strictly regulated. Any person or vehicle entering such complex shall undergo identification check, as per the procedures in force / requirement of EIL/Owner.
- i) Accessibility to ‘confined space’ shall be governed by specific system / regulation, as established at project site.

3.3.3 Personal Protective Equipment (PPEs)

- a) The Contractor workmen shall be permitted entry inside the project premises only with proper PPEs.

- b) The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with 3/4" cotton chin strap (made of industrial HDPE), High ankle safety shoes with steel toe cap and antiskid sole, Coverall, full body harness (CE marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications/CE or other applicable international standards. The Contractor shall implement a regular regime of inspecting physical conditions of the PPEs being issued / used by the workmen of their own & also its sub-agencies and the damaged / unserviceable PPEs shall be replaced forthwith.
- c) Owner/EIL may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner/EIL and shall choose colour other than white (for Owner) or blue (for EIL). All HSE personnel shall preferably wear dark green band on their helmet or green color safety helmet so that workmen can approach them for guidance during emergencies. HSE personnel shall preferably wear such dresses with fluorescent stripes, which are noticeable during night, when light falls on them.
- d) Florescent jackets with respective company logo to be worn by the contractor workmen with different color coding for categories like supervisor and workmen.
- e) Workers required using or handling alkalies, acid or other similar corrosive substance at site shall be provided with appropriate protective equipment, in accordance with MSDS.
- f) For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory. Such protective clothing should conform relevant IS Specification.
- g) For off-shore jobs/contracts, contractor shall provide PPEs (new) of all types to EIL & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.
- h) Contractor shall arrange copy of inspection /test certificate of the newly procured PPEs from the manufacturer.
- i) An indicative list of HSE standards/codes is given under **Appendix-A**.
- j) Contractor shall ensure procurement & usage of following safety equipments/ accessories (conforming to applicable IS mark / CE standard) by their staff, workmen & visitors including their subcontractors all through the span of project construction / pre-commissioning/ Commissioning:-
 - i. PPEs (Helmet with company name/logo, Safety Goggles, Coverall, Ear-muff, Face Shield, Hand Gloves, High Ankle Safety Shoes, Gum Boot etc.)
 - ii. Barricading tape / warning signs
 - iii. Rechargeable Safety torch (flame-proof)
 - iv. Safety nets (with tie-chords)
 - v. Fall arresters
 - vi. Portable ladders (varying lengths)
 - vii. Life-lines (steel wire-rope, dia. not less than 8.0 mm)
 - viii. Full body double lanyard Safety harness with Rebar/ladder hook or scaffolding hook.
 - ix. Lanyard
 - x. Karabiner
 - xi. Retractable fall arresters (various length)
 - xii. Portable fire extinguishers (DCP type) – 5 kg&10 kg capacity
 - xiii. Portable Multi Gas detector
 - xiv. Sound level meter
 - xv. Digital lux meter
 - xvi. Fire hoses & flow nozzles
 - xvii. Fire blankets/ Fire retardant cloth (with eyelets)

3.3.4 Working at height

- a) The Contractor shall issue permit for working (PFW) at height after verifying and

certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence of personal protective equipments. Contractor's Safety Officer shall verify compliance status of the items of permit document after implementation of action is completed by Contractor's execution / field engineers at work site. HIRAC for specific works at height duly commented by EIL/Owner, shall be kept attached with particular Permit for Work (PFW) at site for ready reference & follow-up.

- b) Such PFW shall be initially issued for one single shift or expected duration of normal work and extended further for balance duration, if required. EIL/Owner can devise block-permit system at any specific area, in consultation with project specific HSE Committee to specify the time-period of validity of such PFW or its renewal. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt./ Safety Deptt. is not required. EIL / Owner's field Engineers/Safety Officers/Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.
- c) All personnel shall be medically examined & certified by registered doctor, confirming their 'medical fitness (Vertigo or epilepsy must be covered under test report) for working at height. The fitness examination shall be done once in six months.
- d) In case work is undertaken without taking sufficient precautions as given in the permit, EIL/ Owner Engineers may exercise their authority to cancel such permit and stop the work till satisfactory compliance/rectification is arranged made. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.
- e) The Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing/descending tall structures or vessels / columns etc. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall. All the fall arrest systems should be cleaned after use and stored in a clean & dry area. Defective Safety Harness, lanyards & life line must be discarded from workplace and record to be maintained.
- f) The Contractor shall ensure that Full body harnesses with double lanyards conforming IS Specifications /EN361 and having authorized CE marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.
- g) The Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of slippages and falls.
- h) The Contractor shall ensure that a proper Safety Net System is used wherever the hazard of fall from height is present. The safety net, preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12mm dia. The Safety Net shall be located not more than 6.0 meters below the working surface extending on either side upto sufficient margin to arrest fall of persons working at different heights.
- i) In case of accidental fall of person on such Safety Net, the bottom most portion of Safety Net should not touch any structure, object or ground.
- j) Grade separators shall be provided in Pipe-rack/Tech-structures to arrest falling objects like welding spatters, welding rods, nuts, bolts, tools etc. and to facilitate U/G and A/G works simultaneously.

- k) Beam Clamps may be used for construction of localized temporary working platforms sheds for welding booths etc. at height in all types of steel structure due to faster installation and requirement of less scaffolding materials.
- l) Hanging Platform, manufactured by Standard HSE equipment vendors must be encouraged for painting of Buildings etc.
- m) All the tools used at height (like spanner, screw driver etc.) shall be provided with securing arrangement like back-pack/waist pouch to prevent accidental slippage from worker hand.
- n) The Contractor shall install temporary lightening arrester in tall structures during construction to save human life and to avoid damage to equipments & machineries. During the possibility of a thunderstorm, all the work at height where a person can be exposed to lightning shall be stopped.
- o) To the extent possible use Roller arrangement to shift overhead pipes from one end to other in Pipe Racks Area.
- p) The Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall be sufficiently strong & shall have sufficient space to hold the workmen and tools & tackles including the equipments required for executing the job. Such working platforms shall have mid-rails, to enable people work safely in sitting posture.

3.3.5 Scaffoldings & Barricading

- a) Suitable steel scaffoldings only shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders or certified (by 3rd party competent person) man-basket. When a ladder is used, an extra workman shall always be engaged for holding the ladder. The ladder shall be inspected before use for cracked or split stiles, missing, broken, loose or damaged rungs & splinters. The ladder shall be of adequate length to enable it to extend to at least 1.0m above the landing place or working point. Metallic ladders shall be only used as access.
- b) The Contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the designed load. Main Contractor shall always furnish duly approved construction-design details of scaffold & SWL (from competent designers) free of charge, before they are being installed/ constructed at site. Owner/EIL reserves the right to ask the Contractor to submit certification and or design calculations from his Head Office/ Design/ Engineering expert regarding load carrying capacity of the scaffoldings. All steel tubing, couplers and fittings used for scaffolding shall conform to IS 3696 or an acceptable equivalent. Only metallic scaffold boards shall be allowed to use. Steel tubes shall be free from cracks, splits. Surface flaws & other defects. All couplers & fittings shall be properly oiled and maintained. Nuts shall have a free running fit on their bolts. Bolts with worn or damaged thread shall be replaced.
- c) All scaffolds shall be inspected by a competent Scaffolding Inspector (person with scaffolding related experience in construction field and having a training of scaffolding supervisor from a institute/agency like National Safety Council etc.). He shall paste a GREEN tag (duly signed by competent Scaffolding Inspector) on each scaffold found safe and a RED tag (duly signed by competent Scaffolding Inspector) on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and Scaffolds with RED ones shall immediately be made inaccessible. Work being found continuing on scaffolds with RED tag shall be considered unauthorized work by Contractor and may invite penalization from EIL/Owner. For every 120-125 m² /m³ area / volume or its parts thereof minimum one TAG shall be provided.
- d) The Contractor shall ensure positive barricading (indicative as well as protective) of the excavated, radiography, heavy lift, high pressure hydrostatic & pneumatic testing and other such areas. Sufficient warning signs shall be displayed along the barricading areas.

- e) Scaffolding shall be constructed using foot seals or base plates only. Base plates shall be used below each standard on surface. Sole plate of timber shall be used beneath the base plate to achieve greater load distribution.

3.3.6 Electrical installations

- a) All electrical installations/ connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE/applicable international rules& regulations:
- OISD STD 173 : Fire prevention & protection system for electrical installations
 - SP 30 (BIS) : National Electric Code
- b) All electrical installations shall be approved by the concerned statutory authorities.
- c) All temporary electrical installations / facilities shall be regularly checked by the licensed/competent electricians of the Contractor and appropriate records shall be maintained in format no: HSE-12” Inspection of temporary electrical booth/installation at project construction site”. Such inspection records are to be made available to EIL/Owner, whenever asked for.

3.3.6.1 The Contractor shall meet the following requirements:

- a. Shall make Single Line Diagram (SLD) for providing connection to each equipments& machinery and the same (duly approved by EIL/Owner) shall be pasted on the front face of DBs (distribution boards) or JBs (Junction boxes) at every site. (A typical Switch Board Sketch is attached as Appendix -G)
- b. Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical/ applicable international regulations.
- c. Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system/points including their earthing. A copy of the license shall be submitted to EIL / Owner for records. Availability of at least one competent (ITI qualified) / licensed electrician (by State Elec. authorities) shall be ensured at site round the clock to attend to the normal/emergency jobs.
- d. All switchboards / welding machines shall be kept in well-ventilated & covered shed/ with rain shed protection. The shed shall be elevated from the existing ground level to avoid water logging inside the shed. Installation of electrical switch board must be done taking care of the prevention of shock and safety of machine.
- e. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.
- f. Fire extinguishers and insulating mats shall be provided in all power distribution centers.
- g. Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.
- h. Proper housekeeping shall be done around the electrical installations.
- i. All temporary installations shall be tested before energizing, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.

- j. All welders shall use hand gloves irrespective of holder voltage.
- k. Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.
- l. ELCB tester /test meter shall be used for testing the ELCBs operation. ELCBs testing shall be carried out by using ELCB tester on monthly basis but in specific cases like heavy rain as decided by owner/EIC. Record of the testing shall be maintained.
- m. Regular inspection of all installations at least once in a month. (Ref. **Format HSE-12**).

3.3.6.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

- a. Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.
- b. The outgoing feeders shall be double or triple pole switches with fuses / MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- c. The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. ELCB/RCCB (Residual Current Circuit Breaker) must be fitted with all Electrical installation. The earth leakage device shall have an operating current not exceeding 30 mA.
- d. All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- e. All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.
- f. Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm² copper shall be used for all single phase hand tools.
- g. Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- h. All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multi-strand wires / cables.
- i. Cables shall be free from any insulation damage.
- j. Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25 M of buried trench route.

When laid above ground, cables shall be properly cleated or supported on rigid poles of atleast 2.1 M high. Minimum head clearance of 6 meters shall be provided at road crossings.

- k. Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- l. All cable joints shall be done with proper jointing kit. No taped/temporary joints shall be used.
- m. An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armored cables, the armour shall be bonded to the earthing system. IS: 3043 Code for earthing practices shall be followed at project site.
- n. All cables (green colour) and wire rope used for earth connections shall be terminated through tinned copper lugs.
- o. In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.
- p. Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- q. ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.3.7 Welding/ Grinding/Gas cutting

- a) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use.
- b) All cylinders shall be mounted on trolleys and provided with a closing key. Empty & filled-up gas cylinders shall be stored separately with TAG, protecting them from direct sun or rain. Minimum 2 nos. of Portable DCP type fire extinguishers (10 kg) shall be maintained at the gas cylinder stores. Stacking & storing of compressed gas cylinders shall be arranged away from DG set, hot works, Elect. Panels / Elec. boards, etc.
- c) The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrestor/Non Return Valve device.
- d) The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar.
- e) At end of work, the cylinders in use shall be closed and hoses depressurized.
- f) Cutting of metals using gases, other than oxygen & acetylene, shall require written concurrence from Owner.
- g) Grinding activity shall not be carried out in confined spaces without a valid work permit.
- h) All grinding/cutting machines shall be guarded and fitted with Dead-Man switch and this shall not be bypassed any time.
- i) All welding/grinding machines shall have effective earthing at least at distinctly isolated two points.
- j) In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.

- k) The hoses of Acetylene and Oxygen shall be kept free from entanglement & away from common pathways / walkways and preferably be hanged overhead in such a manner which can avoid contact with cranes, hydra or other mobile construction machinery.
- l) Hot spatters shall be contained / restricted appropriately (by making use of effective fire-retardant cloth/fabric) and their flying-off as well as chance of contact with near-by flammable materials shall be stopped. The Fire retardant blanket shall be woven from ceramic yarn with eyelets.
- m) The Contractor shall arrange adequate systems & practices for accumulation / collection of metal & other scraps and remnant electrodes and their safe disposal at regular interval so as to maintain the fabrication and other areas satisfactorily clean & tidy.
- n) All gas cylinders must have a cylinder cap on at all times when not in use.

3.3.8 Ergonomics and tools & tackles

- a) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health.
- b) All lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories including cranes shall be tested periodically by statutory/competent authority for their condition and load carrying capacity. Valid test & fitness certificates from the applicable authority shall be submitted to Owner/EIL for their review/acceptance before the lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories and cranes are used. Third party inspection certificate is mandatory for all lifting tools & tackles before put into use.
- c) Load testing of Cranes by competent person must be made mandatory after each modification/alteration of crane configuration/change in boom length. All heavy equipments including cranes must be maintained in good condition & record of such maintenance shall be maintained.
- d) The contractor shall not be allowed to use defective equipment or tools not adhering to safety norms.
- e) Colour coding system for lifting tools & tackles shall be followed on quarterly basis for a particular colour as mentioned below:

Period	Colour Code
January, February, March	Blue
April, May, June	Yellow
July, August, September	Green
October, November, December	Orange
For Quarantine (Unsafe Tools & Tackles)	Red

Contractor shall arrange non-sparking tools for project construction works in operating plant areas / hydrocarbon prone areas.

- i. Wherever required the Contractor shall make use of Elevated Work Platforms (EWP) or Aerial Work Platforms (mobile or stationary) to avoid ergonomical risks and workmen shall be debarred to board such elevated platform during the course of their shifting / transportation.
- ii. Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.
- iii. The contractor shall be responsible for safe operations of different equipments mobilized and used by him at the workplace like transport vehicles, Tower Crane, engines, cranes, mobile ladders, scaffoldings, work tools, etc.

- iv. Tower Crane, Crane, Hydra mobile Crane (F-15 or equivalent), Hydraulic Rig & Boom Lift shall be inspected on fortnightly basis as per Format No. HSE-20, HSE-21, HSE-22, HSE-23 & HSE-24.
- v. The Contractor shall deploy experienced operator & may arrange training program for operators of hydra mobile crane, crane, excavator, mobile machinery, Tower Crane, etc. at site by utilizing services from renowned manufacturers.
- vi. Hydra mobile crane (F-15 or equivalent) having steering control mechanism shall be permitted at construction site only for the purpose of loading/unloading. However, continuous rigger availability during marching of hydraulic crane at site shall be ensured by contractor.

3.3.9 Occupational Health

- a) The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.
- b) For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.
- c) To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.
- d) Appropriate respiratory protective devices (hood with respiratory devices) shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.
- e) Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipments.
- f) For jobs like drilling/demolishing/dismantling where noise pollution exceeds the specified limit of 85decibels, ear muffs shall be provided to the workers.
- g) To avoid work related upper limb disorders (WRULD) and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good blood circulation in hands.
- h) The Contractor shall arrange health check-up (by registered medical practitioner) for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. EIL/Owner reserves the right to ask the contractor to submit medical test reports. Regular health check-ups are mandatory for the workers assigned with Welding, Radiography, Blasting, Painting, Heavy Lift and Height (>2m) jobs. All the health check-ups shall be conducted by registered Medical practitioner and records are to be maintained by the Contractor.
- i) The Contractor shall arrange Medical Camps at regular intervals at work sites and labor colonies to assess health condition of workers.
- j) The Contractor shall ensure vaccination of all the workers including their families, during the course of entire project span.

3.3.10 Hazardous substances

- a) Hazardous, inflammable and/or toxic materials such as solvent coating, thinners, anti-termite solutions, water proofing materials shall be stored in appropriate containers preferably with lids having spillage catchment trays and shall be stored in a good ventilated

area. These containers shall be labeled with the name of the materials highlighting the hazards associated with its use and necessary precautions to be taken. Respective MSDS (Material Safety Data Sheet) shall be made available at site & may be referred whenever problem arises.

- b) Where contact or exposure of hazardous materials are likely to exceed the specified limit or otherwise have harmful effects, appropriate personal protective Equipments such as gloves, goggles/face-shields, aprons, chemical resistant clothing, respirator, etc. shall be used.
- c) The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to EIL/ Owner.

3.3.11 Slips, trips & falls

- a) The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.
- b) Grating removal permit system should be implemented during construction phase. So that after permanent gratings are installed on platforms and tech structure floors; removal of any gratings for whatever purpose (including for lifting piping material etc.) is required to be sanctioned by signed permit by HSE officers of both contractor and Engineer-in-charge. The spot where gratings are removed shall be hard-barricaded during course of work. The removed gratings shall be re-installed immediately after completion of work or at the time of cessation of work every day whichever is earlier and the permit shall be closed on daily basis. A register shall be maintained for recording all the grating removal permits and their closure shall be monitored on daily basis.

3.3.12 Radiation exposure

- a) All personnel exposed to physical agents such as ionizing & non-ionizing radiation, including ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- b) For Open Field Radiography works, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.
- c) The Contractor shall implement an effective system of control (as described in the AERB regulations) at site for handling radiography-sources & for avoiding its misuse & theft.
- d) The contractor shall generate the Format No: HSE-8 "Permit for radiation work" before start of work.
- e) In case the radiography work has to be carried out at day time, suitable methodology to be used so that other works, people are not affected.

3.3.13 Explosives/Blasting operations

- a) Blasting operations shall be carried out as per latest Explosive Rules (Indian/ International) with prior permission. The Contractor shall obtain license from Chief Controller of Explosives (CCoE) for collection, transportation, storage of explosives as well as for carrying out blasting operations.
- b) The Contractor shall prepare exclusive method statement (in cognizance with statutory requirements) for rock blasting works & diffusing unfired explosives, if any, at project site before carrying out actual task. Nowhere blasting shall be carried out by the Contractor or its agency without the involvement of competent supervisor and licensed blaster.

3.3.14 Demolition/ Dismantling

- a) The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices.
- b) The contractor shall disconnect service lines (power, gas supply, water, etc.)/ make alternate arrangements prior to start of work and restore them, if required as directed by EIL/ Owner at no extra cost.
- c) Before carrying out any demolition/dismantling work, the contractor shall take prior approval of EIL/Owner and generate the Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced engineer for supervision and shall make adequate arrangements for Fire-fighting& First-Aid during the execution of these activities.
- d) The Contractor shall arrange approved HIRAC/ Method Statement for the specific demolition / dismantling task and corresponding action plan commensurate with hazards / risks associated therein. In no case any activity related to demolition / dismantling shall be carried out by the Contractor without engaging own supervision / field engineer.

3.3.15 Road Safety

- a) The Contractor shall ensure adequately planned road transport safety management system.
- b) The vehicles shall be fitted with reverse warning alarms & flashing lights / fog-lights and usage of seat belts shall be ensured.
- c) The Contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations, including maintaining speed limit of 20 KMPH or indicated by owner for all types of vehicles / mobile machinery. The maximum allowable speed shall be adhered to.
- d) In case of an alert or emergency, the Contractor must arrange clearance of all the routes, roads, access. The Contractor shall deploy sufficient number of traffic controllers at project site routes / roads/ accesses, to alert reversing movement of vehicles & machinery as well as pedestrians. Experienced drivers/operators with valid driving license (LMV/HMV) shall be allowed to drive/operate the vehicles/equipments.
- e) Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony to & from project sites.
- f) Hydra mobile crane (F-15 or equivalent) shall only be allowed for handling (loading/unloading) the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials over project / plant roads.
- g) The Contractor shall not deploy any such mobile machinery / Equipments, which do not have competent operator and / or experienced banks-man/signal-man. Such machinery/equipments shall have effective limit-switches, reverse-alarm, front & rear-end lights etc. and shall be maintained in good working order.
- h) The Contractor shall not carry-out maintenance of vehicles / mobile machinery occupying space on project / plant roads and shall always arrange close supervision for such works.
- i) For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation, loading / unloading of pipes, movement of side booms, movement of vehicles on the ROW, etc.
- j) Contractor's shall arrange /install visible road signs, diversion boards, caution boards, etc. on project roads for safe movement of men and machinery.

3.3.16 Welfare measures

Contractor shall, at the minimum, ensure the following facilities at work sites:

- a) A crèche at site where 10 or more female workers are having children below the age of 6 years.
- b) Adequately ventilated / illuminated rooms at labour camps & its hygienic up-keeping.
- c) Reasonable canteen facilities at site and in labour camps at appropriate location depending upon site conditions. Contractor shall make use of “industrial” variety of LPG cylinder & satisfactory illumination at the canteens. Necessary arrangement for efficient disposal of wastes from canteens & urinals /toilets shall also be made and regular review shall be made to maintain the ambience satisfactorily hygienic & shall also comply with all applicable statutory requirements.
- d) Adequately lighted & ventilated Rest rooms at site (separate for male workers and female workers).
- e) Provision for suitable mobile toilets to be made available by Contractor for remote/scattered job locations.
- f) Urinals, Toilets, drinking water, washing facilities, adequate lighting at site and labour camps, commensurate with applicable Laws/ Legislation.
- g) The contractor at periodic interval shall arrange to prevent mosquito breeding by fumigation/spraying of insecticides at workplace/fabrication yard.

3.3.17 Environment Protection

Contractor shall ensure proper storage and utilization methodology of materials that are detrimental to the environment. Where required, Contractor shall ensure that only the environment friendly materials are selected and emphasize on recycling of waste materials, such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

Contractor to submit Environmental Aspect Impact Register detailing the list of activities in his scope, the respective environmental impact and the actions taken to minimize the impact. Environmental Aspect Impact Register to be prepared as per Format HSE-18 and to be updated and maintained till job completion.

The contractor shall strive to conserve energy and water wherever feasible.

The contractor shall ensure dust free environment at workplace by sprinkling water on the ground at frequent intervals. The air quality parameters for poisonous gases, toxic releases, harmful radiations, etc. shall be checked by the contractor on daily basis and whenever need arises.

The contractor shall not be allowed to discharge chemicals, oil, silt, sewage, sullage and other waste materials directly into the controlled waters like surface drains, streams, rivers, ponds. A discharge plan suggesting the methods of treating the waste before discharging shall be submitted to EIL/Owner for approval.

For pipeline jobs, top soil shall be stacked separately while making ROW through fields. This fertile soil shall be placed back on top after backfilling.

For offshore construction barges, arrangements shall be made for safe disposal of human, food & other wastes and applicable laws in this regard shall be followed.

3.3.18 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or disposes off any such materials without the express

authorization of EIL/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Appendix-D.

3.3.19 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, rain, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging/ planning the construction activities to suit the weather conditions. Effective arrangement (without creating inconvenience to project facilities & permanent installations) for protecting workmen from hailstorm, drizzle in the form of temporary shelter shall be made at site.

3.3.20 Communication

All persons deployed at the work site shall have access to effective means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

For information to all, typical subjects that should be communicated are: -

Inside the company (Top to down)

- a. Quality Policy
- b. HSE Policy contents
- c. Environment Policy
- d. HSE Objectives
- e. Safety Cardinal Rules
- f. HSE Target – reached or missed
- g. Praises & Warnings to personnel for HSE Management
- h. Safety Walk Through Reports and safety defects / shortfalls (by management)
- i. HSE Audit results
- j. Revised Statutory Health & Safety provisions, if any
- k. H & S publicity
- l. Suggestions

Inside the Company (Bottom to up)

- a. Complaints
- b. Compliances on safety defects / shortfalls
- c. Suggestions
- d. Proposals for changes & improvements
- e. HSE Reports (including near-miss reports)

3.3.21 Confined Space Entry

The contractor shall generate a work permit (Format No. HSE -7) before entering a confined space. People, who are permitted to enter into confined space, must be medically examined & certified by registered doctor, confirming their 'medical fitness for working in confined space'. All necessary precautions mentioned therein shall be adhered to. An attendant shall be positioned outside a confined space for extending help during an emergency. Effective communication shall be maintained between personnel in confined space and outside by combination of visual/voice or portable radio. Compressed gas cylinders shall not be taken into confined space. Entry Register for confined space to be maintained with the name and time of entry/exit. All appropriate PPEs and air quality parameters shall be checked before entering a confined space. It shall be ensured that the piping of the equipment which has to be opened is

pressure- free by checking that blinds are in place, vents are open and volume is drained. Inside confined space works, only electrical facilities / installations of 24V shall be permitted. Contactor shall ensure usage of safe & suitable arrangement of oxygen supply for individual workmen (during the course of work in confined space), if oxygen concentration is found to be less than 19.5% (v/v) there. All persons must be made aware of the risk associated with Nitrogen & all precautionary measures shall be taken when vessel/ sphere/ pipelines etc. are being purged with nitrogen.

3.3.22 Heavy Lifts

- The contractor shall submit detailed rigging study/ plan for EIL/ Owner approval prior to lifting equipment requiring a crane of approx. 100 MT capacity or more due to constraints of its dimensions, location of foundation height, approach & weight.
- Contractor shall generate the format no. HSE-15 "Permit for heavy lift/critical erection"
- The Safe Working Load (SWL) and manufacturer's serial numbers shall be clearly marked on the slings and the lifting gears, either by tagging, stamping, engraving or embossing.
- Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipments utilized for the job.
- The contractor shall, at all times, be responsible for all rigging activities.
- The Contractor shall ensure medical fitness of all workmen who are engaged / involved in erection of equipments, vessels etc. and such fitness checks shall be carried-out every six months interval with the help of a registered medical practitioner & record shall be maintained
- Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.
- Ground condition should be suitable to sustain the Ground Bearing Load of the Crane with full load condition.
- For lifting any material (irrespective of shape, size or volume), at any height, it is always advisable to prepare a Plan of Erection (PoE) taking into consideration hazards & risks associated therein – this can enable people to put their own experiences of various natures & side-by-side establish a practical method for risk-free erection / lifts. The contractor shall prepare PoE & shall document the same, when risks are identified as "medium" or "high" and the same shall be approved by its competent / qualified engineer.

3.3.23 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

Leading Indicators viz:-:

- Number of Safety Inductions carried-out at site (for workmen & staff members)
- Number of HSE inspections carried out
- Number of "Safety Walk Through" carried-out by site-head.
- Number of HSE shortfalls / lapses identified per contractor& closed-out in time.
- Number of Safety Meetings conducted (in-house / with contractors)
- Number of HSE Audits made (internal & external) vis-à-vis non conformances raised
- Number of HSE Awareness / Motivational program conducted by contractors
- Number of HSE Trainings conducted at site for supervisors & workmen
- Study of Near miss case reported
- Encouragements / Awards / Recognitions to workmen, job supervisors & field engineers.
- Suggestions for improvement

Trailing Indicators viz:-

- Calculation of HSE statistics viz frequency rate, severity rate, LTA free manhours etc.
- Analysis of incidents / accidents (nature, severity, types etc.)
- Study of Incident / Accident with respect to :-
 - Variety
 - Period of the year / project span
 - Timings of the incident / accident
 - Age profile of victims
 - Body parts involved
 - Penalty levied for causing incident / accident

3.3.24 Unsuitable Land Conditions

Contractor shall take appropriate measures and necessary work permits/clearances if work is to be done in or around marshy areas, river crossings, mountains, monuments, etc. The Contractor shall make right assessment and take all necessary action for developing work areas to make them safe & suitable for crane operations or other vehicular movement before carrying out any project related activity / operation. Contractor shall take all necessary actions to make the surroundings of its site establishments (site office, stores, lay-down area etc.) work-worthy safe and secure.

3.3.25 Under Water Inspection

Contractor shall ensure that boats and other means used for transportation, surveying & investigation works shall be certified seaworthy by a recognized classification society. It shall be equipped with all life saving devices like life jackets, adequate fire protection arrangements and shall possess communication facilities like cellular phones, wireless, walkie-talkie. All divers used for seabed surveys, underwater inspections shall have required authorized license, suitable life-saving kit. Number of hours of work by divers shall be limited as per regulations. EIL/ Owner shall have the right to inspect the boat and scrutinize documents in this regard.

3.3.26 Excavation

The Contractor shall obtain permission from competent authorities prior to excavation wherever required.

The Contractor shall locate the position of buried utilities (water line, cable route, etc.) by referring to project / plant drawing / in consultation with EIL/Owner. The Contractor shall start digging manually to locate the exact position of buried utilities & thereafter use mechanical means.

In case of non-availability of sufficient data/ drawings, underground services i.e. underground cable/ pipe shall be checked by cable detector/ pipe locator by the contractor.

The Contractor shall keep soil heaps at least 1.5 M away from edge or a distance equal to depth of pit (whichever is more)

All excavated pits greater than 10 Sq.M plan area and depth more than 1.5M shall have at least two access routes for ingress and egress. Also, additional access routes shall be provided such that distance between any two access routes shall not be more than 20M.

The Contractor shall maintain sufficient “angle of repose” during excavation – shall also provide slope or suitable bench as decided by EIL / Owner.

The Contractor shall arrange “battering” or “benching” wherever required for preventing collapse of edge of excavations.

The Contractor shall identify & arrange de-watering pump or well-point system to prevent earth collapse due to heavy rain / influx of underground water.

The Contractor shall arrange protective fencing/ hard barricading with warning signal around excavated pits, trenches, etc. along with minimum 2 (two) entries, exits / escape ladders.

The Contractor must avoid “underpinning” / under-cutting to prevent collapse of chunk of earth during excavation

The Contractor shall use “stoppers” to prevent over-run of vehicle wheels at the edge of excavated pits / trenches.

The Contractor shall arrange strengthening of “shoring” & “strutting” proactively to avoid collapse of earth / edges due to vehicular movement in close proximity of excavated areas / pits/ trenches, etc.

3.4 Tool Box Talks (TBT)

Contractor shall conduct daily TBT with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The TBT is to be conducted by the immediate supervisor of the workers.

The Contractor shall conduct TBT before start of every morning or evening shift or night shift activities, for alerting the workers on specific hazards and their appropriate dos & don'ts. The Contractor shall provide sufficient rests to the site workmen and their foremen to avert fatigue & thereby endangering their lives during the course of site works.

TOOLBOX TALK RECORDING SHEET		
Date & Time		
Work Location		
Subject (Nature of work)		
Presenter		
Hazards involved		
Precautions to be taken		
Worker's Name	Signature	Section
Remarks, in any		

The topics during TBT shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards/events/instruction/orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to EIL/ Owner whenever demanded.

3.5 Training & Induction Programme

- Initial induction of workers into Construction oriented activities and appraising them about the methodology of works and how to carry-out safely and the same should not be inter mixed with Tool Box Talks or HSE Training. In this regard careful action should be made & maintained for imparting HSE induction to every individual, irrespective of his task/designation/level of employment, whereas, HSE Training should be imparted to specific person/group of people who are to carry-out that specific task more than once – for

example, Riggers must be trained for working at heights, welders must be trained for work in confined space, fitters/carpenters, mesons must be trained for work at heights, etc.

- b) Contractor shall conduct Safety induction programme on HSE for all his workers and maintain records. The Gate Pass shall be issued only to those workers who successfully qualify the Safety induction programme.
- c) The Contractor shall brief the visitors about the HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPEs like Aprons, hard hats, ear-plugs, goggles & safety shoes etc., to his visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.
- d) Contractor shall ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about
 - Potential hazards to which they may be exposed at their workplace
 - Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum: -

- Why safety should be considered during work - explanation
- Education about hazards and precautions required
- Employees' duties & responsibilities
- Emergency and evacuation plan
- HSE requirements during project activities
- Fire fighting and First-Aid
- Use of PPEs
- Occupational health issues – dos & don'ts
- Local laws on intoxicating drinks, drugs, smoking in force
- Common environmental subjects – lighting, ventilation, vibration, smoke/fumes etc.
- e) Records of the training shall be kept and submitted to EIL/ Owner.
- f) The Contractor shall make regular program for conducting Safety Training on various topics related to various activities & their safe-guarding utilizing experienced persons / outside agency / faculty. A program for Safety Training (indicative list as per Appendix –F) shall be furnished by the Contractor in its HSE Plan.
- g) For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to Owner/EIL.

3.6 Additional Safety Requirements for Working inside a Running Plant

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant:

- a) Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.
- b) The contractor shall monitor record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.

- c) Contractor's workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units' area, tanks area, pump rooms, etc. without work authorization permit.
- d) Work activities shall be planned in such a way so as to minimize the disruption of other activities being carried out in an operational plant/unit and activities of other contractors.
- e) The contractor shall submit a list of all chemicals/toxic substances that are intended to be used at site and shall take prior approval of the Owner.
- f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations/First-Aid measures.
- g) Proper barricading/cordoning of the operational units/plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.
- h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.
- i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.
- j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.
- k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.
- l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas/Hydrocarbon shall be done.
- m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.
- n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.
- o) Welding spatters shall be contained properly by using fire retardant blanket and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations.
- p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters on the exhaust pipe and got it approved from Safety Department of the Owner.
- q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.
- r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.
- s) Flame proof electrical distribution board, plug and socket shall be used for electrical appliances.
- t) Experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.

3.7 Self-Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment & enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

3.8 HSE Promotion

The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops/ seminars/ training programs, celebrating HSE awareness weeks & National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting incentives/ bonus for completing the job without any lost time accident.

3.9 Lock Out and Tag Out (LOTO) for Isolation of Energy Source

- a) Contractor shall follow the LOTO/ Isolation procedure of owner for all energy source isolations installed/ under purview by /of owner i.e. "Brown field"
- b) For all the other energy source (not under purview of client/owner) i.e. "Green field" Contractor shall develop a system to ensure the isolation of equipments, pipelines, Vessel, electrical panels from the energy source covering following as minimum:-
 - Identification of all energy source viz electrical, mechanical, hydraulic, pneumatic, chemical, thermal, gravitational, radiation and other forms of stored or kinetic energy.
 - Establishing the energy isolation devices viz manually operated electrical circuit breakers, disconnection switches, blind flanges, etc.
 - Installation of Lock Out devices for preventing the inadvertent release of stored energy and Tag Out devices ("Danger", "Do Not operate" or Do not Remove" tags) to indicate that testing, maintenance or servicing is underway and the device cannot be operated until the tag out device is removed.
 - Lock Out and Tag out log book
 - Permit for isolation and de-isolation of energy source as per format No.: HSE-16
 - Availability of competent persons like experienced operators at substations, pump house, units etc., supervisors etc.
- c) Contractor shall ensure that all the sources are locked out and tagged properly before giving clearance to start the job.
- d) After the completion of job, contractor shall ensure all tools and tackles are removed and nobody is present in the working area and signing on LOTO log book.
- e) Only on confirmation of above the contractor will remove their lock and tag from the isolation points and give instructions for energizing the same. Only the person carrying out the task shall himself carry the key for the lock in /Lock out.

4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

4.1 On Award of Contract

The Contractor shall submit a comprehensive Health, Safety and Environmental Plan or programme for approval by EIL/Owner prior to start of work. The Contractor shall participate in the pre-start meeting with EIL/Owner to finalize HSE Plans which shall including the following:

- HSE policy & Objectives
- Job procedure to be followed by the Contractor for construction activities including handling of equipments, scaffolding, electric installations, etc. describing the risks

involved, actions to be taken and methodology for monitoring each activity. Indicative list of procedures is enclosed as Annexure-H

- EIL/Owner review/audit requirement.
- Organization structure along with responsibility and authority, on HSE activities.
- Administrative & disciplinary steps involving implementation of HSE requirements
- Emergency evacuation plan/ procedures for site and labour camps
- Procedures for reporting & investigation of accidents and near misses.
- HSE Inspection
- HSE Training programme at project site
- HSE Awareness programme at project site
- Reference to Rules, Regulations and statutory requirements.
- HIRAC
- Environment Aspect Impact Register
- Legal Register
- HSE documentation viz reporting, analysis & record keeping.

4.2 During Job Execution

Contractor shall implement approved Health, Safety and Environment management plan or programme including but not limited to as brought out under para 3.0. Contractor shall also ensure:

- a) to arrange workmen compensation insurance, registration under ESI Act, third party liability insurance, registration under BOCW Act etc., as applicable.
- b) to arrange all HSE permits before start of activities (as applicable), like permits for hot work, working at heights (Refer Format No. HSE-6), confined space (Refer Format No. HSE-7), Radiation Work Permit (Refer Format No. HSE-8), Demolishing/ Dismantling Work Permit (Refer Format No. HSE-9), Permit for erection/modification & dismantling of scaffolding (Refer Format No. HSE-14), Permit for heavy lift/critical erection (Refer Format No. HSE-15), Permit for energy Isolation & De-isolation" (HSE-16), storage of chemical/ explosive materials & its use and implement all precautions mentioned therein. In this regard, requirements of *Oil industry Safety Directorate Standard No. Std -105 "Work Permit Systems"* shall be complied with while working in existing Oil or Gas processing plants. List of the persons involved shall be maintained as annexure to the work permit issued for a particular activity.
- c) to submit, timely, the completed checklist on HSE activities in Format No. HSE-1, Monthly HSE report in Format No. HSE-5 (use of web based package (www.eil.co.in/conthse) is compulsory wherever the facility is available else a hard copy is to be submitted), accident/incident reports, investigation reports etc. as per EIL/Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to EIL/Owner.
- d) that his top most executive at site attends all the Safety Committee/HSE meetings arranged by EIL/Owner and carries out safety walk regularly. Only in case of his absence from site that a second senior most person shall be nominated by him, in advance, and communicated to EIL/Owner for performing the above tasks.
- e) display at site office and at prominent locations HSE Policy, caution boards, list of hospitals, emergency services available, safety signs like Men at work, Speed Limits, Hazardous Area, various do's & don'ts, etc.
- f) provide posters, banners for safe working to promote safety consciousness.
- g) identify, assess, analyze & mitigate the construction hazards & incorporate relevant control measures before actually executing site works. (HIRAC = Hazard Identification, Risk Analysis and Control).
- h) identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures through Environmental Aspect Impact Register

- i) Identify and comply to all applicable HSE related legal requirements by preparing and maintaining a Legal register
- j) arrange testing, examination, inspection of own as well as borrowed construction equipments/ machinery (stationary & mobile) before being used at site and also at periodical interval, through own resources and also by 3rd party competent agencies (as deemed fit in statutes). Records of such test, examination etc. shall be maintained & shall be submitted to EIL/Owner as & when asked for.
- k) Carry-out audits/inspection (internal & external) at his works as well as sub-contractor works as per approved HSE plan/procedure/programme & submit the compliance reports of identified shortfalls for EIL/Owner review.
- l) Arranging HSE training for site workmen (of his own & subcontractors) through internal or external faculty at periodical intervals.
- m) Assistance & cooperate during HSE audits by EIL/Owner or any other 3rd party and submit compliance report.
- n) Generate & submit of HSE records/report as per this specification.
- o) Contractor shall arrange minimum 100 lux illumination level at construction site for night works & record shall be maintained.
- p) The contractor shall assign responsible person as in charge for night works and it shall be informed to owner/EIL.
- q) Appraise EIL/Owner on HSE activities at site regularly.
- r) Carry-out all dismantling activities safely, with prior approval of EIL/Owner representative.
- s) The Contractor shall ensure that “Hot works” and painting works do not continue at the same place/ location at project site for which chance or probability of “fire” incident exists.

4.3 During Short Listing of the Sub-Contractors

The contractor shall review the HSE management system of the sub-contractors in line with the requirements given in this specification. The contractor shall be held responsible for the shortcomings observed in the HSE management system of the sub-contractor(s) during execution of the job.

5.0 RECORDS

At the minimum, the contractor shall maintain/ submit HSE records in the following reporting formats:

Safety Walk Through Report	HSE-1
Accident/ Incident Report	HSE-2
Supplementary Accident/ Incident Investigation report	HSE-3
Near Miss Incident Report	HSE-4
Monthly HSE Report	HSE-5
Permit for working at height	HSE-5
Permit for working in confined space	HSE-7
Permit for radiation work	HSE-8
Permit for demolishing/ dismantling	HSE-9
Daily Safety checklist	HSE-10
Housekeeping Assessment & compliance	HSE-11
Inspection of temporary electrical booth/installation	HSE-12
Inspection for scaffolding	HSE-13

Permit for erection/ modification & dismantling of scaffolding	HSE-14
Permit for heavy lift/ critical erection.	HSE-15
Permit for Energy isolation and de-isolation.	HSE-16
Permit for Excavation	HSE-17
Environmental Aspect Impact Register	HSE-18
HIRAC Register	HSE-19
Checklist for Tower Crane	HSE-20
Crane Inspection Checklist	HSE-21
Hydra Crane Inspection Checklist	HSE-22
Hydraulic Rig Inspection Checklist	HSE-23
Boom Lift Inspection Checklist	HSE-24
Inspection reports of Equipment/ Tools/ Tackles	*
Report of Toolbox Talks	As indicated in specification
PPE issue report/ Register	*
Site inspection reports	*
Training records	*

(*) The formats shall be developed in consultation with EIL/Owner.

APPENDIX-A
(Sheet 1 of 2)

A. IS CODES ON HSE

SP: 53	Safety code for the use, Care and protection of hand operated tools.
IS: 838	Code of practice for safety & health requirements in electric and gas welding and cutting operations
IS: 1179	Eye & Face precautions during welding, equipment etc.
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989 (Pt -II)	Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding & cutting operation.
IS: 3043	Code of practice for earthing
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents
IS: 3696	Safety Code of scaffolds and ladders
IS: 4083	Recommendations on stacking and storage of construction materials and components at site
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216 (Pt-I)	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots
IS: 5983	Eye protectors
IS: 6519	Selection, care and repair of Safety footwear
IS: 6994 (Pt-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body protection
IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS: 11016	General and safety requirements for machine tools and their operation
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416	Recommendations for preventive measures against hazards at working place

**APPENDIX-A
(Sheet 2 of 2)**

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses	:	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646/ 58311
Safety Shoes	:	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	:	BS 1651
Ear Muffs	:	BS 6344, ANSI S 31.9
Hard Hat	:	ANSI Z 89.1/89.2, AS 1808, BS 5240, DIN 4840
Goggles	:	ANSI Z 87.1
Face Shield	:	ANSI Z 89.1
Breathing Apparatus	:	BS 4667, NIOSH
Welding & Cutting	:	ANSI Z49.1
Safe handling of compressed:P-1		(Compressed Gas Association Gases in cylinders 1235 Jefferson Davis Highway, Arlington VA 22202 - USA)
Full body harness	:	EN-361
Lanyard	:	EN-354
Karabiner	:	EN-362 and EN-12275

APPENDIX-B

DETAILS OF FIRST AID BOX

SL. NO.	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 Inch Wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 Inches Wide (Hand & Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 Inches Wide (Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5.	Cotton Wool (20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm X 5 m)	1 Spool
11.	Eye pads in Separate Sealed Pkt.	4 pcs.
12.	Tourniquet	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine/ Betadine (100 ml.)	1 Bottle
15.	Polythene Wash cup for washing eyes	1 No.
16.	Potassium Permanganate (20 gms.)	1 Pkt.
17.	Tinc. Benzoin (100 ml.)	1 Bottle
18.	Triangular Bandages	2 Nos.
19.	Band Aid Dressing	5 Pcs.
20.	Iodex/ Moov (25 gms.)	1 Bottle
21.	Tongue Depressor	1 No.
22.	Boric Acid Powder (20 gms.)	2 Pkt.
23.	Sodium Bicarbonate (20 gms.)	1 Pkt.
24.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
25.	Medicinal Glass	1 No.
26.	Duster	1 No.
27.	Booklet (English& Local Language)	1 No. each
28.	Soap	1 No.
29.	Toothache Solution	1 No.
30.	Vicks (22 gms.)	1 Bottle
31.	Forceps	1 No.
32.	Snake –Bite Lancet	1No.
33.	Note Book	1 No.
34.	Splints	4 Nos.
35.	Lock	1 Piece
36.	Life Saving/Emergency/Over-the counter Drugs	As decided at site

Box size: Suitable size first aid box to be used for first aid items

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used.
A prescription, in this regard, shall be required from a qualified Physician.

APPENDIX-C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire Extinguisher Fire ↓	→ Water	Foam	CO ₂	Dry Powder	Multi purpose (ABC)
Originated from paper, clothes, wood	✓	✓	can control minor surface fires	can control minor surface fires	✓
Inflammable liquids like alcohol, diesel, petrol, edible oils, bitumen	✗	✓	✓	✓	✓
Originated from gases like LPG, CNG, H ₂	✗	✗	✓	✓	✓
Electrical fires	✗	✗	✓	✓	✓

LEGEND : ✓ : CAN BE USED

✗ : NOT TO BE USED

Note: Fire extinguishing equipment must be checked atleast once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

APPENDIX-D

List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wages Act.

APPENDIX-E (Sheet 1 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION Pit Excavation upto 3.0m	Falling into pit	Personal injury	Provide guard rails/ barricade with warning signal Provide at least two entries/ exits. Provide escape ladders.
	Earth Collapse	Suffocation/ Breathlessness Buried	Provide suitable size of shoring and strutting, if required. Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. Don't allow vehicles to operate too close to excavated areas. Maintain at least 2m distance from edge of cut. Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. Battering/benching the sides.
	Contact with buried electric cables Gas/ Oil Pipelines	Electrocution Explosion	Obtain permission from competent authorities, prior to excavation, if required. Locate the position of buried utilities by referring to plant drawings. Start digging manually to locate the exact position of buried utilities and thereafter use mechanical means.
Pit Excavation beyond 3.0m	Same as above plus Flooding due to excessive rain/ underground water	Can cause drowning situation	Prevent ingress of water Provide ring buoys Identify and provide suitable size dewatering pump or well point system
	Digging in the vicinity of existing Building/ Structure	Building/Structure may collapse Loss of health & wealth	Obtain prior approval of excavation method from local authorities. Use under-pining method Construct retaining wall side by side.
	Movement of vehicles/ Equipments close to the edge of cut.	May cause cave-in or slides. Persons may get buried.	Barricade the excavated area with proper lighting arrangements Maintain at least 2m distance from edge of cut and use stop blocks to prevent over-run Strengthen shoring and strutting

APPENDIX-E: (Sheet 2 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
Narrow deep excavations for pipelines, etc.	Same as above plus Frequent cave-in or slides	May cause severe injuries or prove fatal	Battering/benching of sides Provide escape ladders
	Flooding due to Hydro- static testing	May arise drowning situation	Same as above plus Bail out accumulated water Maintain adequate ventilation.
Rock by excavation blasting	Improper handling of explosives	May prove fatal	Ensure proper storage, handling & carrying of explosives by trained personnel. Comply with the applicable explosive acts & rules.
	Uncontrolled explosion	May cause severe injuries or prove fatal	Allow only authorized persons to perform blasting operations. Smoking and open flames are to be strictly prohibited
	Scattering of stone pieces in atmosphere	Can hurt people	Use PPE like goggles, face mask, helmets etc.
Rock excavation by blasting (Contd)	Entrapping of persons/ animals.	May cause severe injuries or prove fatal	Barricade the area with red flags and blow siren before blasting.
	Misfire	May explode suddenly	Do not return to site for at least 20 minutes or unless announced safe by designated person.
Piling Work	Failure of pile-driving equipment	Can hurt people	Inspect Piling rigs and pulley blocks before the beginning of each shift.
	Noise pollution	Can cause deafness and psychological imbalance.	Use personal protective equipments like ear plugs, muffs, etc.
	Extruding rods/casing	Can hurt people	Barricade the area and install sign boards Provide first-aid
	Working in the vicinity of 'Live-Electricity'	Can cause electrocution/ Asphyxiation	Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible Provide artificial/rescue breathing to the injured
(B) CONCRETING	Air pollution by cement	May affect Respiratory System	Wear respirators or cover mouth and nose with wet cloth.
	Handling of ingredients	Hands may get injured	Use gloves & other PPE.
	Protruding reinforcement rods.	Feet may get injured	Provide platform above reinforcement for movement of workers or provide end caps for protection on reinforcement bars.

APPENDIX-E : (Sheet 3 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Earthing of electrical mixers, vibrators, etc. not done.	Can cause electrocution/asphyxiation	Ensure earthing of equipments and proper functioning of electrical circuit before commencement of work.
	Falling of materials from height	Persons may get injured	Use hard hats Remove surplus material immediately from work place. Ensure lighting arrangements during night hours
	Continuous pouring by same gang	Cause tiredness of workers and may lead to accident.	Insist on shift pattern Provide adequate rest to workers between subsequent pours.
	Revolving of concrete mixer/vibrators	Parts of body or clothes may get entrapped.	Allow only mixers with hopper Provide safety cages around moving motors Ensure proper mechanical locking of vibrator
Super-structure	Same as above plus Deflection in props or shuttering material	Shuttering/props may collapse and prove fatal	Avoid excessive stacking on shuttering material Check the design and strength of shuttering material before commencement of work Rectify immediately the deflection noted during concreting.
	Passage to work place	Improperly tied and designed props/planks may collapse	Ensure the stability and strength of passage before commencement of work. Do not overload and stand under the passage.
(C) REINFOR-CEMENT	Curtailement and binding of rods	Persons may get injured	Use PPE like gloves, shoes, helmets, etc. Avoid usage of shift tools
	Carrying of rods for short distances/at heights	Workers may get injured their hands and shoulders.	Provide suitable pads on shoulders and use safety gloves. Tie up rods in easily liftable bundles Ensure proper staging.
	Checking of clear distance/cover with hands	Rods may cut or injure the fingers	Use measuring devices like tape, measuring rods, etc.
	Hitting projected rods and standing on cantilever rods.	Persons may get injured and fell down	Use safety shoes and avoid standing unnecessarily on cantilever rods Avoid wearing of loose clothes

APPENDIX-E: (Sheet 4 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Falling of material from height	May prove fatal	Use helmets Provide safety nets
	Transportation of rods by trucks/ trailers	Protruded rods may hit the persons	Use red flags/lights at the ends Do not protrude the rods in front of or by the side of driver's cabin. Do not extend the rods 1/3 rd of deck length or 1.5m whichever is less
(D)WELDING AND GAS CUTTING	Welding radiates invisible ultraviolet and infra-red rays	Radiation can damage eyes and skin.	Use specified shielding devices and other PPE of correct specifications. Avoid thoriated tungsten electrodes for GTAW
	Improper placement of oxygen and acetylene cylinders	Explosion may occur	Move out any leaking cylinder Keep cylinders in vertical position Use trolley for transportation of cylinders and chain them Use flashback arrestors
	Leakage/ cuts in hoses	May cause fire	Purge regulators immediately and then turn off Never use grease or oil on oxygen line connections and copper fittings on acetylene lines Inspect regularly gas carrying hoses Always use red hose for acetylene & other fuel gases and black for oxygen
	Opening-up of cylinder	Cylinder may burst	Always stand back from the regulator while opening the cylinder Turn valve slowly to avoid bursting Cover the lug terminals to prevent short circuiting
	Welding of tanks, container or pipes storing flammable liquids	Explosion may occur	Empty & purge them before welding Never attach the ground cable to tanks, container or pipe storing flammable liquids Never use LPG for gas cutting

APPENDIX-E: (Sheet 5 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES ...(Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(E) RADIOGRAPHY	Ionizing radiation	Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	Ensure Safety regulations as per BARC/AERB before commencement of job. Cordon off the area and install Radiation warning symbols Restrict the entry of unauthorized persons Wear appropriate PPE and film badges issued by BARC/AERB
	Transportation and Storage of Radiography source	Same as above	Never touch or handle radiography source with hands Store radiography source inside a pit in an exclusive isolated storage room with lock and key arrangement. The pit should be approved by BARC/AERB. Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. BARC/AERB has to be informed before source movement. Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	Loss of Radio isotope	Same as above	Try to locate with the help of Survey Meter. Inform BARC/AERB (*)
(F) ELECTRICAL INSTALLATION AND USAGE	Short circuiting	Can cause Electrocutation or Fire	Use rubberized hand gloves and other PPE Don't lay wires under carpets, mats or door ways. Allow only licensed electricians to perform on electrical facilities Use one socket for one appliance Ensure usage of only fully insulated wires or cables Don't place bare wire ends in a socket Ensure earthing of machineries and equipments Do not use damaged cords and avoid temporary connections Use spark-proof/flame proof type field distribution boxes.

(*) Atomic Energy Regulatory Board (AERB),
Bhabha Atomic Research Centre (BARC)
Anushakti Nagar, Mumbai – 400 094

APPENDIX-E: (Sheet 6 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Do not allow open/bare connections Provide all connections through 30mAELCB Protect electrical cables/equipments from water and naked flames Check all connections before energizing
	Overloading of Electrical System	Bursting of system can occur which leads to fire	Display voltage and current ratings prominently with 'Danger' signs. Ensure approved cable size, voltage grade and type Switch off the electrical utilities when not in use Do not allow unauthorized connections. Ensure proper grid wise distribution of Power
	Improper laying of overhead and underground transmission lines/cables	Can cause electrocution and prove fatal	Do not lay unarmoured cable directly on ground, wall, roof of trees Maintain atleast 3m distance from HT cables All temporary cables should be laid atleast 750 mm below ground on 100 mm fine sand overlying by brick soling Provide proper sleeves at crossings/ inter-sections Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions/termination
(G) FIRE PREVENTION AND PROTECTION	Small fires can become big ones and may spread to the surrounding areas	Cause burn injuries and may prove fatal	In case a fire breaks out, press fire alarm system and shout "Fire, Fire". Keep buckets full of sand & water/ fire extinguishing equipment near hazardous locations. Confine smoking to 'Smoking Zones' only. Train people for using specific type of fire fighting equipments under different classes of fire. Keep fire doors/shutters, passages and exit doors unobstructed. Maintain good housekeeping and first-aid boxes (for details refer Appendix-B). Don't obstruct access to Fire extinguishers. Do not use elevators for evacuation during fire. Maintain lightning arrestors for elevated structures. Stop all electrical motors with internal combustion.

APPENDIX-E : (Sheet 7 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Move the vehicles from dangerous locations. Remove the load hanging from the crane booms Remain out of the danger areas.
	Improper selection of Fire extinguisher	It may not extinguish the fire	Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Appendix-C). Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO ₂ /sand or earth.
	Improper storage of highly inflammable substances	Same as above	Maintain safe distance of flammable substances from source of ignition. Restrict the distribution of flammable materials to only min. necessary amount. Construct specifically designed fuel storage facilities. Keep chemicals in cool and dry place away from heat. Ensure adequate ventilation. Before welding operation, remove or shield the flammable material properly. Store flammable materials in stable racks, correctly labeled preferably with catchment trays. Wipe off the spills immediately
	Short circuiting of electrical system	Same as above Can cause Electrocutation	Don't lay wires under carpets, mats or door ways Use one socket for one appliance. Use only fully insulated wires or cables. Do not allow open/bare connections. Provide all connections through 30mAELCB. Ensure earthing of machineries and equipments.
(H) VEHICULAR MOVEMENT	Crossing the Speed Limits (Rash driving)	Personal injury	Obey speed limits and traffic rules strictly. Always expect the unexpected and be a defensive driver. Use seat belts/helmets. Blow horn at intersections and during overtaking operations. Maintain the vehicle in good condition. Do not overtake on curves, bridges and slopes.
	Adverse weather condition	Same as Above	Read the road ahead and ride to the left. Keep the wind screen and lights clean. Do not turn at speed. Recognize the hazard, understand the defense and act correctly in time.

APPENDIX-E : (Sheet 8 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Consuming alcohol before and during the driving operation	Same as above	Alcohol and driving do not mix well. Either choose alcohol or driving. If you have a choice between hitting a fixed object or an on-coming vehicle, hit the fixed object Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. Do not force the driver to drive fast and round the clock. Do not day dream while driving
	Falling objects/ Mechanical failure	May prove fatal	Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. Proper maintenance of the vehicle as per manufacturer instructions
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING)	Bursting of piping Collapse of tanks Tanks flying off	May cause injury and prove fatal	Prepare test procedure & obtain EIL/owner's approval. Provide separate gauge for pressurizing pump and piping/equipment. Check the calibration status of all pressure gauges, dead weight testers and temperature recorders. Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range. Provide safety relief valve (set at pressure slightly higher than test pressure) while testing with air/ nitrogen. Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/nuts, grouting, etc. before and during testing. Keep the vents open before opening any valve while draining out of water used for hydro-testing of tanks. Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction.

APPENDIX-E : (Sheet 9 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	Person can fall down	May sustain severe injuries or prove fatal	Provide guard rails/barricade at the work place Use PPE like full body harness, life line, helmets, safety shoes, etc. Obtain a permit before starting the work at height above 3 meters Fall arrest and safety nets, etc. must be installed Provide adequate working space(min. 0.6 m) Tie/weld working platform with fixed support Use roof top walk ladder while working on a slopping roofs Avoid movement on beams
		May hit the scrap/material stacked at the ground or in between	Keep the work place neat and clean Remove the scrap immediately
	Material can fall down	May hit the workers working at lower levels and prove fatal	Same as above plus Do not throw or drop materials or equipment from height. i.e. do not <i>bomb</i> materials All tools to be carried in a tool-kit Bag or on working uniform Remove scrap from the planks Ensure wearing of helmet by the workers working at lower levels
(K) CONFINED SPACES	Suffocation/drowning	Unconsciousness, death	Use respiratory devices, if reqd. Avoid overcrowding inside a confined space Provide Exhaust fans for ventilation Do not wear loose clothes, neck ties, etc. Fulfill conditions of the permit

APPENDIX-E: (Sheet 10 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Check for presence of hydrocarbons, O ₂ level Obtain work permit before entering a confined space Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange
	Presence of foul smell and toxic substances	Inhalation can pose threat to life	Same as above plus Check for hydrocarbon and Aromatic compounds before entering a confined space Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency
	Ignition/ flame can cause fire	Person may sustain burn injuries or explosion may occur	Keep fire extinguishers at a hand distance Remove surplus material and scrap immediately Do not smoke inside a confined space Do not allow gas cylinders inside a confined space Use low voltage (24V) lamps for lighting Use tools with air motors or electric tools with max. voltage of 24V Remove all equipments at the end of the day
(L) HANDLING AND LIFTING EQUIPMENTS	Failure of load lifting and moving equipments	Can cause accident and prove fatal	Avoid standing under the lifted load and within the operating radius of cranes. Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery. Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. Allow crane to move only on hard, firm and leveled ground. Allow lifting slings as short as possible and check gunny packings at the friction points. Do not allow crane to tilt its boom while moving Install Safe Load Indicator. Ensure certification by applicable authority.

APPENDIX-E : (Sheet 11 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Overloading of lifting equipments	Same as above	Safe lifting capacity of derricks and winches written on them shall be got verified The max. safe working load shall be marked on all lifting equipments Check the weight of columns and other heavy items painted on them and accordingly decide about the crane capacity, boom and angle of erection Allow only trained operators and riggers during crane operation.
	Overhead electrical wires	Can cause electrocution and fire	Do not allow boom or other parts of crane to come within 3m reach of overhead HT cables Hook and load being lifted shall preferably remain in full visibility of crane operators.
(M) SCAFFOLDING, FORMWORK AND LADDERS	Person can fall down	Person May sustain severe injuries and prove fatal	Provide guard rails for working at height. Face ladder while climbing and use both hands. Ladders shall extend about 1m above landing for easy access and tying up purpose. Do not place ladders against movable objects and maintain base at 1/4 unit of the working length of the ladder. Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes. No loose planks shall be allowed. Use PPE, like helmets, safety shoes etc.
	Failure of scaffolding material	Same as above	Inspect visually all scaffolding materials for stability and anchoring with permanent structures. Design scaffolding for max. load carrying capacity. Scaffolding planks shall not be less than 50X250 mm full thickness lumber or equivalent. These shall be cleated or secured and must extend over the end supports by at least 150mm and not more than 300mm. Don't overload the scaffolds. Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	Material can fall down	Persons working at lower level gets injured	Remove excess material and scrap immediately. Carry the tools in a tool-kit bag only. Provide safety nets.

APPENDIX-E: (Sheet 12 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(N) STRUC-TURAL WORKS	Personal negligence and danger of fall	Can cause injury or casualty	Do not take rest inside rooms built for welding machines or electrical distribution system. Avoid walking on beams at height. Wear helmet with chin strap and full body harness while working at height. Use hand gloves and goggles during grinding operations. Cover or mark the sharp and projected edges. Do not stand within the operating radius of cranes.
	Lifting/ slipping of material	Same as above	Do not stand under the lifted load. Stack properly all the materials. Avoid slippage during handling. Control longer pieces lifted up by cranes from both ends. Remove loose materials from height. Ensure tightening of all nuts & bolts.
(O) PIPELINE WORKS	Erection/ lowering failure	Can cause injury	Do not stand under the lifted load. Do not allow any person to come within the radii of the side boom handling pipes. Check the load carrying capacity of the lifting tools & tackles. Use safe Load Indicators (SLI). Use appropriate PPEs.
	Other	Same as above	Wear gum boots in marshy areas. Allow only one person to perform signaling operations while lowering of pipes. Provide night caps on pipes. Provide end covers on pipes for stoppage of pigs while testing/ cleaning operations.
(P) GRIT BLASTING	Pollution in neighboring area, hit by grits and high pressure air	Can cause personal injury	Ensure the blasting is done in enclosed shed. Keep safe distance while blasting operations. Wear positive pressure blast hood or helmet with view-window, ear-muff/plug, gloves, overall or leather coat /apron, rubber shoes.

APPENDIX-F

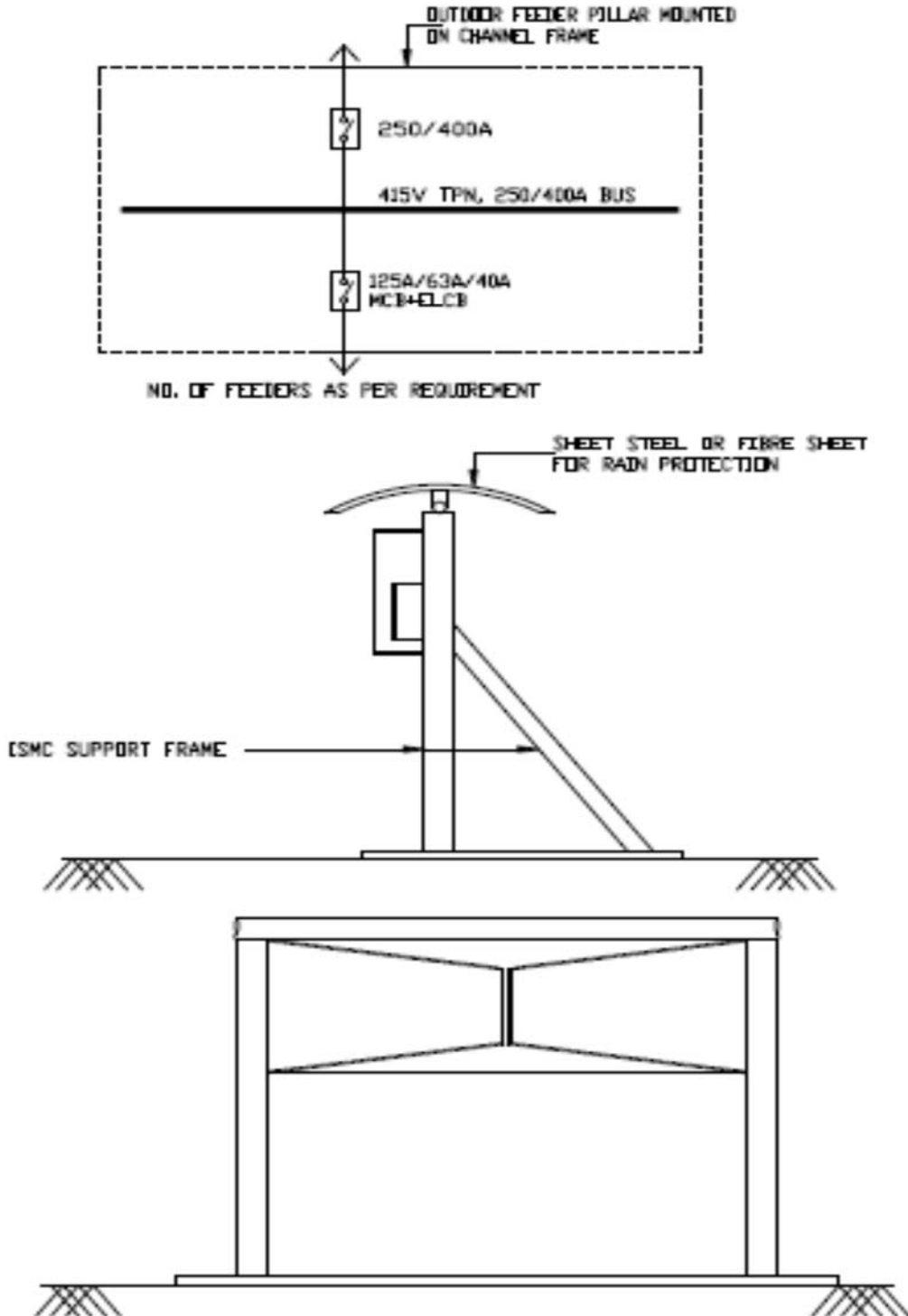
TRAINING SUBJECTS / TOPICS

(For contractors' personnel)

1. The Law & Safety – Statutory Requirement / Applicable statutes / Duties of employer / employee.
2. Policy & Administration – Why HSE? / Duties & Responsibilities of Safety Personnel at project site / Effect of incentive on accident prevention.
3. HSE & Supervision – Duties of Supervisor / HSE integrated supervision / Who should be held responsible for site accidents?
4. Safety Budget / Cost of Accidents – Direct costs / Indirect costs.
5. Hazard Identification / Type of hazards / HIRAC.
6. Behavioral Safety & Motivation.
7. Housekeeping – Storage / Stacking / Handling of materials / Hydra handling.
8. Occupational Health in Construction sector.
9. Personal Protective Equipments – Respiratory & Non- respiratory.
10. Electricity & Safety – ELCB / Fuse / Powered tools / Project illumination.
11. Handling of Compressed Gas – Transportation / Storage / FBAs / Fire prevention.
12. Machine Safety – Machine guarding / Maintenance.
13. Transportation – Hazards & risks in transp. of materials / ODC consignments.
14. Cranes & Other Lifting machinery – Legal requirements vis-à-vis essential safety requirements.
15. Communication – HSE Induction / TBTs / Safety Committee / Safety meeting / Safety propaganda / Publicity.
16. Excavation – Risks & Dangers / Safety measures.
17. Working at Heights – Use of ladder / Work on roofs / Scaffolds / Double harness lanyards / Life-line / Fall arrester / Safety Nets / Floor openings.
18. Hazards in Welding & important safety precautions.
19. Gas Cutting – Hazards & safety measures.
20. Fire prevention & fire protection.

APPENDIX - G

CONSTRUCTION POWER BOARD (typ)



NOTES:-

1. CONTRACTOR TO INSTALL TEMPORARY CONST. POWER BOARD AS SHOWN IN THE DRG. ITS LOCATION SHALL BE EASILY ACCESSABLE.
2. POWER DISTRIBUTION BOARD SHALL BE EARTHED AT TWO POINTS BY MINIMUM 40X5MM GI STRIP FROM THE AVAILABLE GRID OR DIRECTLY CONNECTED TO TWO DIRECTLY DRIVEN EARTH ELECTRODES.
3. DISTRIBUTION BOARD SHALL BE FABRICATED BY USING 14MM CRCA SHEET STEEL WITH HINGED DOORS AND ALL COMPONENT MOUNTED IN IT.
4. ALL INCOMING AND OUTGOING CABLES SHALL HAVE BOTTOM ENTRY.

APPENDIX-H

LIST OF PROCEDURES (MINIMUM) TO BE FORMING PART OF HSE PLAN:-

- A. HSE Management Procedures:
- HSE Risk Management (including HIRA)
 - HSE Legal Compliance and Other Requirements
 - HSE Objectives & Performance
 - HSE Training and Competence (including Induction)
 - HSE Motivation & Award Scheme
 - HSE Audits
 - HSE Sub Contractor Management
 - HSE Emergency Management
 - HSE Incidents Reporting and Management
 - HSE procedure for Behaviour based Safety
 - First Aid & Management
 - Roles, Responsibility, accountabilities and Authorities
- B. Job procedures/Safe Operating procedures
- Setting Up Site & Signages
 - Working at Height
 - Confined Space Entry
 - Permit to Work (including hot works)
 - Housekeeping
 - Transportation of materials including Manual Handling
 - Earthmoving Operations & excavation
 - Scaffolding
 - Fire Prevention/Protection
 - Hazardous Substance handling & Storage
 - Personal Protective Equipment

FORMAT NO. : HSE-1 REV 0

(Sheet 1 of 6)

SAFETY WALK-THROUGH REPORT

(Name & signature of walk through performer to be inserted at the bottom of each page)

Project : _____ Report no. : _____

Date : _____ Contractor : _____

Inspection by : _____ Owner : _____

Frequency : Monthly Job no. : _____

Note : Write 'NA' wherever the item is not applicable

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
1.	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and Clean				
c)	Passageways and Walkways Clear				
d)	General neatness of working areas				
e)	Other				
2.	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Foot protection				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Full body harness conforming to CE, EN 361				
h)	Hard hat (HDPE)				
i)	Other				
3.	EXCAVATIONS/OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 2 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
4.	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Live electrode bits contained properly				
f)	Fire extinguisher (s) accessible				
g)	Other				
5.	SCAFFOLDING & BARRICADING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Positive barricading for critical activities				
g)	Installation of warning signs				
h)	Other				
6.	LADDERS				
a)	Extension side rails 1 m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70° from horizontal				
e)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 3 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
7.	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes O.K.				
c)	Inspection and maintenance log-books maintained				
d)	Outriggers used				
e)	Reverse horn installed / active / coupled with gear				
f)	Signs/barricades provided				
g)	Signals observed and understood				
h)	Qualified operators				
i)	Other				
8.	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Other				
9.	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 4 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
10.	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Other				
11.	FIRE PREVENTION				
a)	Personnel trained & instructed to make use of facility				
b)	Fire extinguishers checked periodically & record maintained				
c)	No smoking in Prohibited areas.				
d)	Fire Hydrants not obstructed				
e)	Regular fire drill conducted				
12.	ELECTRICAL				
a)	Use of 3-core armored cables everywhere				
b)	Usage of 'All insulated' or 'double-insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (Main DB)				
e)	Continuity and tightness of earth conductor				
f)	Effective covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards maintained				
f)	DCP extinguishers arranged & licensed electrician engaged at site				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 5 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
13.	HANDLING AND STORAGE OF MATERIALS				
a)	Safely stored or stacked				
b)	Passageways clear / free from obstructions				
c)	Fire fighting facility in place				
14.	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified / protected from fire				
b)	Safe storage & transportation arrangement made				
c)	Fire extinguishers positioned nearby				
d)	Facilities kept away from electric spark, hot spatters & ignition source.				
15.	WORKING AT HEIGHT				
a)	Approved Erection plan and work permit in place				
b)	Safe access, Safe work platform & Safety nets provided				
c)	Life lines, Fall arrester, Full body harness with double lanyards used;				
d)	Health Check record available for workers going up?				
e)	Protective handrails arranged around floor openings				
16.	CONFINED SPACE				
a)	Work Permit obtained from requisite authority				
b)	Test for toxic gas and sufficient availability of oxygen conducted & status				
c)	Supervisor present at site & at least one person outside the confined space for monitoring deputed				
d)	Availability of safe means of entry, exit and ventilation (register for entry & exit maintained)				
e)	Fire extinguisher and first-aid facility ensured				
f)	Lighting provision made by using 24V Lamp				
g)	Proper usage of PPEs ensured				
17.	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC/ AERB guidelines (authorized radiographer available)				
b)	Work permit obtained				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 6 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
c)	Cordoning of the area done				
d)	Use of appropriate PPE's ensured				
e)	HSE training to workers/supervisors imparted during the fortnight (indicate topic)				
f)	Minimum occupancy of workplace ensured				
18.	HEALTH CHECKS				
a)	All Workers medically examined and found be fit for working at heights (slinging, rigging, painting etc.) in confined space in excavation / trenching in shot blasting				
b)	Availability of First Aid box with contents				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities.				
e)	Measures for dealing with illness at site & labour camps.				
f)	Availability of Potable drinking water for workmen & staff.				
g)	Provision of crèches for children.				
h)	Stand by vehicle / ambulance available for evacuation of injured				
19.	ENVIRONMENT				
a)	Chemical and Other Effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
g)	Green belt protection				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-2 REV 0

(Sheet 1 of 3)

ACCIDENT / INCIDENT REPORT

(To be submitted by Contractor after every Incident / Accident within 24 hours to EIL/ Owner)

Report No.: _____ Date: _____

Project site: _____ Name of work: _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTA)	Hospitalized but resumed duty before end of 48 hrs	
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs	
Fatal (LTA):	Death / Expiry	
First Aid case (non LTA)	Resume duty after first aid	

Name of the injured: _____ Father's name of victim: _____

Sub Contractor's Name: _____

Gate Pass No.: _____ Age: _____ Yrs. Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: _____

FORMAT NO. : HSE-2 REV 0

(Sheet 2 of 3)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident?

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

FORMAT NO. : HSE-2 REV 0

(Sheet 3 of 3)

Medical Aid provided:- (indicate specific aids / treatment etc.)-

.....

Actions taken to prevent recurrence of similar incident / accident:

.....

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom

Safety Officer
 (Signature and Name)
 Stamp of Contractor

Site Head / Resident Construction Manager
 (Signature and Name)

To : Owner
 : RCM/Site-in-charge EIL (3 copies)
 ├─ Divisional Head (Constn) through RCM
 └─ Project Manager, EIL, through RCM

FORMAT NO. : HSE-3 REV 0

(Sheet 1 of 5)

SUPPLEMENTARY INCIDENT / ACCIDENT INVESTIGATION REPORT
TICK THE APPROPRIATE ONE AS APPLICABLE (furnish within 72 hours)

Supplementary to Incident / Accident Report No: _____ (Copy enclosed)

Report No.: _____ Date: _____

Project site: _____ Name of work: _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTA)	Hospitalized but resumed duty before end of 48 hrs.	
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs.	
Fatal (LTA):	Death / Expiry	
First Aid case (non LTA)	Resume duty after first aid	

Name of the injured: _____ Father's name of victim: _____

Sub Contractor's Name:

Gate Pass No.: Age: _____ Yrs. Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs.		2-5 yrs.	
5-10 yrs.		11-15 yrs.		15 years and above	

Location where the incident happened: _____

FORMAT NO. : HSE-3 REV 0

(Sheet 2 of 5)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident?

.....

.....

Particular of tools & tackles being used and condition of the same after incident/accident:

.....

.....

Description of Incident/Accident (How the incident was caused) :

.....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

FORMAT NO. : HSE-3 REV 0

(Sheet 3 of 5)

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

Name & Designation of person who provided First-Aid to the victim: _____

Name & Telephone number of Hospital where the victim was treated _____

Mode of transport used for transporting victim – Ambulance / Private car / Tempo / Truck / Others

How much time taken to shift the injured person to Hospital _____

In case of FATAL incident, indicate clearly the BOCW Registration No. of the victim/Company.....

...

Comments of Medical Practitioner, who treated / attended the victim/injured (attached / described here) _____

What actions are taken for investigation of the incident, please indicate clearly – (Video film / Photography / Measurements taken etc.)

Immediate cause (Please tick the right applicable) –

Hazardous methods or procedures inadequately guarded		Poor housekeeping		Inadequate or improper PPE	
Environmental hazards (excess noise/ space constraint/ inadequate ventilation)		improper illumination/Moving on oval surface		Working on dangerous equipment	

FORMAT NO.: HSE-3 REV 0

(Sheet 4 of 5)

Failure to secure		Horse-play		Failure to use PPE	
Inattention to surroundings		Improper use of hands & body-parts		By-passing safety devices	
Unsafe mixing or placement of tools & tackles		Bypassing standard procedures		Failure in communication	
Operating without authority		Improper use of equipment or tools & tackles		drug or alcoholic influence	
excessive haste		Others(specify)			

Basic cause

Over confidence		Impulsiveness		over-exertion	
Faulty judgement or poor understanding		Failing to keep attention constantly		Nervousness & Fear	
Fatigue		Defective vision		Ill health or sickness	
Slow reaction		Others (specify)			

Root cause

Inadequate Engg		Improper Design		Inadequate Planning & organization	
Inadequate knowledge		Inadequate skill		Inadequate training	
Inadequate supervision		Improper work procedure		Inadequate compliance with standard	
Substandard performance		Inadequate maintenance		Improper inspection	
Others (specify)					

Loss of man days and impact on site works, (if any) –

Remarks from Contractor's Safety Officer/ Engineer –

Was the victim performing relevant tasks for which he was engaged /employed? Yes / No
 Was the Supervisor present on work-site during the incident? Yes / No
 Have the causes of incident rightly identified? Yes / No
 Cause of Accident was _____

FORMAT NO. : HSE-3 REV 0

(Sheet 5 of 5)

Remedial measures recommended by **Safety Officer of Contractor** for avoiding similar incident in future

:

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom

Safety Officer
 (Signature and Name)

Site Head / Resident Construction Manager
 (Signature and Name)
 Stamp of Contractor

To : Owner
 : RCM/ Site-in-charge of EIL (3 copies)
 └─> Divisional Head (Constn) through RCM
 └─> Project Manager EIL, through RCM

FORMAT NO. : HSE-4 REV 1

NEAR MISS INCIDENT/ DANGEROUS OCCURRENCE SUGGESTED PROFORMA
(to be submitted within 24 hours)

- **Near Miss** : Human injury escaped & no damage to property, equipment or interruption to work.
- **Dangerous Occurrence**: Damage to property, equipment or interruption of work, but not resulting in personal injury/ illness, e.g. Fire incident, collapse of structure, crane failure, etc.

Report No.: _____

Name of Site: _____

Date: _____

Name of work: _____

Contractor: _____

Incident reported by :

Date & Time of Incident :

Location :

Brief description of incident

Probable cause of incident

Suggested corrective action

Steps taken to avoid recurrence

Yes ☐

No ☐

Safety Officer
(Signature and Name)

Site Head / Resident Construction Manager
(Signature and Name)

Stamp of Contractor

To : Owner
: RCM/Site-in-charge EIL (3 copies)

→ Divisional Head (Constn) through RCM
→ Project Manager EIL, through RCM

FORMAT NO. : HSE-5 REV 1

MONTHLY HEALTH, SAFETY & ENVIRONMENTAL (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____

For the Month of: _____

Project: _____

Report No: _____

Name of the Contractor: _____

Status as on : _____

Name of Work : _____

Job No : _____

(Contractor in consultation with EIL shall generate the reports through web based package (www3.eil.co.in/eilhse) only.

ITEM	UPTO PREVIOUS MONTH	THIS MONTH	CUMULATIVE
1) Average number of Staff & Workmen (average daily headcount, not man days)			
2) Total Man-hours worked			
3) Number of Induction programmes conducted			
4) Number of HSE meetings organized at site			
5) Number of HSE awareness programmes conducted at site			
6) Number of Tool Box Talks conducted			
7) Number of Lost Time Accidents (LTA)	Fatal		
	Other LTA		
8) Number of Loss Time Injuries (LTI)	Fatalities		
	Other LTI		
9) Number of Non-Loss Time Accidents			
10) Number of First Aid Cases			
11) Number of Near Miss Incidents			
12) No. of unsafe acts/ practices detected			
13) No. of disciplinary actions taken against staff/ workmen			
14) Man-days lost due to accidents			
15) LTA Free man-hours i.e. LTA free man-hours counted from the Last LTA (enter date:)			
16) Frequency Rate (No. of LTA per 2 lacs man-hours worked)			
17) Severity Rate (No. of man days lost per 2 lacs man-hours worked)			
18) Loss Time Injury Frequency (No. of LTI per 2 lacs man-hours worked)			
19) No. of activities for which HIRAC completed			
20) No. of incentives/ awards given			
21) No. of occasions on which penalty imposed by EIL/ Owner			
22) No. of Audits conducted			
23) No. of pending NCs in above Audits			
24) Compensation cases raised with Insurance			
25) Compensation cases resolved and paid to workmen			
26) No of Vehicular Accident cases			
27) No of fire/Explosion cases			
28) Whether workmen compensation policy taken		Yes	No
29) Whether workmen compensation policy is valid		Yes	No
30) Whether workmen registered under ESI Act, as applicable		Yes	No
31) Whether HIRAC Register prepared and updated		Yes	No
32) Whether Environment Aspect Impact Register prepared and updated		Yes	No
33) Whether Legal Register prepared and updated		Yes	No
Remarks, if any			

Date:

Prepared by Safety Officer

Approved by Site Head / Resident Construction Manager

(Signature and Name)

(Signature and Name)

To : - OWNER

- RCM EIL (2 copies)

FORMAT NO. : HSE-6 REV 0

PERMIT FOR WORKING AT HEIGHTS (ABOVE 2.0 METER)

(In duplicate to be issued daily for site and for office)

Permit No. Name of Main Contractor

Name of work executing agency / sub agency / vendor:

Date Exact Location of work

Nature of work Duration of work (from) (to)

Number of workers covered within this permit

(List enclosed with name & gate pass numbers.)

Sl. No.	Items / Subjects	Status of compliance (Yes / No)	
1	Work areas / Equipments inspected		
2	Work area cordoned off		
3	Adequate lighting is provided		
4	Precautions against public traffic taken		
5	Concerned persons in & around have been alerted & cautioned		
6	Hazards / risks involved in routine / non-routine task assessed and control measures have been implemented at specific task		
7	ELCB provided for electrical connection & found working		
8	Ladder safely attached / fixed		
9	Scaffoldings are checked and TAGs are found used correctly		
10	Working platforms are provided and are found sound /safe for use		
11	Safe access & egress arrangements (e.g. ladders, fall arresters, life-lines etc.) are satisfactorily incorporated		
12	a. Openings on platform / floors are effectively cordoned / covered		
	b. Safety Nets are provided wherever required		
13	Use of following safety gadgets by people working at area under this permit, is checked and found satisfactory - Safety helmet Safety harness (full body) with double lanyard Safety Shoes Safety gloves Safety goggles		
14	Housekeeping of work area found satisfactorily tidy / clean & clear		
15	Adequate measures have been taken for works being continued at the ground level, when simultaneous works are permitted overhead at that very location.		
16	Materials are not thrown from heights on to ground		
17	Medical examination of workers are made & found satisfactory		
18	Responsible job engineer / supervisor found physically present at work spot for overall administration of work as well as safety of people.		

Above items have been checked & compliance has been found in place. Hence work is permitted to start / continue at the above-mentioned location. Work shall not start till identified lapses are rectified.

Additional Precautions, if any

Work Permit issued by
Contractor Engineer/RCM

Verification By
Contractor Safety Officer

AT THE END OF THE DAY/WORK:

All works at height are completed & workmen have returned safely from work location at (time)..... (date)

(Sig. Contractor Engineer)

FORMAT NO. : HSE-7 REV 0

CONFINED SPACE ENTRY PERMIT

Project site _____

Sr. No. _____

Name of the work _____

Date _____

Name of Contractor _____

Nature of work _____

Exact location of work _____

Safety Requirements POSITIVE ISOLATION OF THE VESSEL IS MANDATORY								
(A) Has the equipment been ?								
Y	NR		Y	NR		Y	NR	
☐	☐	Isolated from power/steam/air	☐	☐	water flushed &/or steamed	☐	☐	radiation sources removed
☐	☐	isolated from liquid or gases	☐	☐	Man ways open & ventilated	☐	☐	proper lighting provided
☐	☐	depressurized &/or drained	☐	☐	cont. inert gas flow arranged	☐	☐	
☐	☐	blanked/ blinded/ disconnected	☐	☐	adequately cooled	☐	☐	
(B) Expected Residual Hazards								
☐	☐	lack of O ₂	☐	☐	combustible gas/ liquid	☐	☐	H ₂ S / toxic gases
☐	☐	corrosive chemicals	☐	☐	pyrophoric iron / scales	☐	☐	electricity / static
☐	☐	heat/ steam / frost	☐	☐	high humidity	☐	☐	ionizing radiation
☐	☐		☐	☐		☐	☐	
(C) Protection Measures								
☐	☐	gloves	☐	☐	ear plug / muff	☐	☐	goggles / face shield
☐	☐	protective clothing	☐	☐	dust / gas / air line mask	☐	☐	personal gas alarm
☐	☐	grounded air duct/blower /AC	☐	☐	attendant with SCBA/air mask	☐	☐	rescue equipment/team
☐	☐	Fire fighting arrangements	☐	☐	safety harness & lifeline	☐	☐	communication equipment
☐	☐		☐	☐		☐	☐	
Authorization / Renewal (It is safe to enter the confined space)								
	No. of persons allowed	Name of persons allowed	Signature		Time		Signature	
			Contractor's Supervisor	Contractor's Safety Officer	From	To	Workman	
Permit Closure :								
(A) Entry ☐ was closed ☐ stopped ☐ will continue on ... (B) ☐ Site left in a safe condition ☐ Housekeeping done (C) Multilock ☐ removed ☐ key transferred ☐ Ensured all men have come out ☐ Man-ways barricaded Remarks, if any:								

FORMAT NO. : HSE-8 REV 1

RADIATION WORK PERMIT

Project : Sr. No. :
Name of the work : Date :
Name of site contractor : Job No. :

Location of work :

Source strength :

Cordoned distance (m) :

Name of Radiography agency : Approved by Owner/EIL ☐

No. of workers engaged :
(List enclosed with name & gate pass numbers.)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item description	Done
	Safety regulations as per BARC/AERB ensured while source in use/in transit & during storage	☐
	Area cordoned off / safe working platform provided	☐
	Lighting arrangements for working during nights ensured	☐
	Warning signs/ flash lights installed	☐
	Cold work permit taken (if applicable)	☐
	PPEs like film badges, dosimeters used	☐

Additional precautions, if any _____

(Radiography Agency's BARC/AERB authorized Supervisor)

Permission is granted.

Permit is valid from _____ AM/PM _____ Date to _____ AM/PM _____
Date

(Signature of permit issuing authority-RCM of contractor)

Name : Designation: Date:

Permit renewal:

Permit extended up to		Additional precautions	Sign of issuing authority with date (of site contractor)	
Date	Time			

Work completed/ stopped/ area cleared at _____ Hrs of Date _____

(Sign. of permit issuing authority)

Name & Signature of site contractor:

FORMAT NO. : HSE-9 REV 1
DEMOLISHING/DISMANTLING WORK PERMIT

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :

Name of sub-contractor : No. of workers to be engaged:
(List enclosed with name & gate pass numbers.)

Line No./ Equipment No./ Structure to be dismantled :

Location details of dismantling/ demolition with sketch : (clearly indicate the area)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item description	Done	Not Applicable
	Services like power, gas supply, water, etc. disconnected	☐	☐
	Dismantling/ Demolishing method reviewed & approved	☐	☐
	Usage of appropriate PPEs ensured	☐	☐
	Precautions taken for neighboring structures	☐	☐
	First-Aid arrangements made	☐	☐
	Fire fighting arrangements ensured	☐	☐
	Precautions taken for blasting	☐	☐

(Contractor's Supervisor)

(Contractor's Safety Officer)

Permission is granted.

(Permit issuing authority-Client)

Name :
Date :

Completion report:

Dismantling/ Demolishing is completed on _____ Date at _____ Hrs.

Materials/ debris transported to identified location ☐ Tagging completed (as applicable) ☐

Services like power, gas supply, water, etc. restored ☐

(Permit issuing authority-Client)

CONTRACTOR's NAME

FORMAT NO. : HSE-10 REV 1

DAILY SAFETY CHECKLIST

(To make use of before start of day's work)

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :

Description of Job decided to perform : -

• Use of PPE / Safety Gadgets

Sl. No	PPEs	Compliance (Yes / No)	Sl. No	PPEs	Compliance (Yes / No)
1	Safety Helmets		6	Face Shield	
2	Safety Shoes		7	Full body harness	
3	Hand Gloves		8	Fall Arrest System	
4	Dust Mask		9	Safety net	
5	Safety Goggles		10	Horizontal life-line made of steel wire, (dia not less than 8.0 mm.)	

(Serial No. 1 & 2 are compulsory for everyone. Specify & ensure use of other safety gadgets as required for the job)

• Identify following important unsafe conditions: -

Sl. No	Conditions	Yes / No
1	Access to work site / emergency escape clear	
2	Soil / Loose earth kept away from excavated pit / slope / ladder provided	
3	Electrical wire / welding lead lying entangled on ground / welding m/c. booth accessible	
4	Elevated work platform / open ends are protected	
5	Ground area cordoned off before lifting works or erection at height / ground area checked & cordoned-off before start of height works	
6	Structural members / erected pipes / wooden boards/pieces etc. are safely anchored at heights and are not likely to fall down on people when working beneath	
7	Ladders tied-up on tall steel structures, long before are removed to get rid of their use	
8	Any Other	

• Indicate actions taken, if status of any of the above items is found "No"
.....

• Specific Safety guidelines / precautions, if any (communicated thro' TBT)
.....

• Above conditions and PPE compliances are checked by undersigned and correct status are indicated after verification

Prepared by
Contractor Site Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-11 REV 0

(Sheet 1 of 2)

HOUSEKEEPING ASSESSMENT& COMPLIANCE

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :
Name of contractor : Fortnightly

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
1.	Cleanliness at the Main entry / access of site				
2.	Ground condition / floor areas free from water-logging / oil spillage				
3.	Ground & elevated floors free from rubbish / wastes / accumulated debris / scraps.				
4.	Manholes / openings are covered / fenced				
5.	Trenches are barricaded / walkways are in place				
6.	Drains are cleaned / not choked / not occupied by dumped materials				
7.	Sufficient CAUTION boards / instructions displayed				
8.	Construction machinery are maintained & parked in orderly manner.				
9.	Movement of site people are not obstructed because of dumping / storing of construction materials				
10.	Access / egress to Electrical Distribution Boards / Panels clear from wires / cables / earth-strips etc.				
11.	Electrical panel rooms / sheds / MCC / Control rooms / Substations etc. are clean & tidy and not used for storing dress / clothes, tiffin-box or bicycles.				
12.	Passage behind Elec. panels are free for access				
13.	Fire extinguishers / fire-buckets are accessible without any difficulty.				
14.	Stair-steps, platforms & landings are clear & tidy				
15.	Sheds / rooms & work areas have got sufficient illumination as well as ventilation				
16.	Cables / Wires / welding leads are routed / hanged appropriately & are not creating unsafe condition.				
17.	Stacking / storing of insulation materials or their packing.				
18.	Removal or cleanliness of left-over sand, concrete, brick-bats, insulation-materials, excess earth, wastes etc.				
19.	Storing / stacking of sand, metal chips, re-bars, steel pipes, valves, fittings etc.				
20.	One escape route at ground & minimum two escape routes at elevation available,				

FORMAT NO. : HSE-11 REV 0

(Sheet 2 of 2)

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
21.	Captions / Posters / Slogans on various safety instructions are displayed legibly in local language				
22.	Cable trenches are water-free or regular arrangement for taking out accumulated water exists.				
23.	Windows of rooms / offices are regularly cleaned				
24.	Facilities for cycle sheds, drinking water, washing, rest-rooms etc. are maintained in tidy manner.				
25.	Toilet, Urinals, Canteen / kitchen / pantry etc. are maintained & free from obnoxious smell.				
26.	Construction tools / tackles are stored systematically - the items are tagged / tested / certified by competent third party.				
27.	Sufficient numbers of Dust-bins / Waste-bins found at site and are regularly emptied.				

Additional remarks, if any -

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

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-12 REV 0

INSPECTION OF TEMPORARY ELECTRICAL BOOTH / INSTALLATION

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :
Sub Station No./Booth No Location:

SL NO	SUBJECTS	OBSERVATION (YES /NO)	ACTION TAKEN
1	Switchboards installed properly are in order and protected from rain & water-logging.		
2	Adequate illumination provided for switchboard operation during night hours & the lamps are protected from direct human contact.		
3	Voltage ratings, DANGER signs, Shock-Treatment-Chart displayed in the installation / booth		
4	Fire extinguisher (DCP or CO ₂) & Sand Bucket kept in close vicinity of Switchboards		
5	Valid License & Competent Electrician / Wireman available & name/ license no. displayed at booth / installation.		
6	General housekeeping in & around booth / installation found in order.		
7	Cable-route-markers for U/G cables provided.		
8	Monthly inspection report of Electrical hand tools available in booth / installation.		
9	Insulated Mat provided in front of Elec. Panels.		
10	Rubber hand gloves available/ used by Electricians		
11	Availability of CAUTION boards for shutdown & / or repairing works.		
12	All incoming & outgoing feeders have proper MCCB / HRC fuses / Switches.		
13	Switchboards "earthed" at two distinctly isolated locations.		
14	Switchboards have adequate operating space at the front face & at the rear face too.		
15	All connections provided through 30mA ELCB.		
16	Testing records of all ELCBs available at site		
17	Only industrial type plugs & sockets are used.		
18	Temporary connections are 3-core double insulated & free from cuts & joints and 3 rd core is earthed at both ends		
19	Socket boards are properly mounted on stand & protected from water ingress.		
20	Electrical equipments operating above 250V have two earthing / double earthing.		
21	All incoming / outgoing cables are properly glanded & terminated with "lugs".		
22	Switch-boards are of industrial variety / type.		
23	Sketch for installation / connection (SLD) made & pasted& other safety labels/display boards		
24	Labeling of incoming / outgoing feeders made.		
25	All hand lamps are protected from direct contact.		
26	All electrical cable / joints are in safe condition		

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-13 REV 0

(Sheet 1 of 2)

INSPECTION FOR SCAFFOLDING

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :

Sl. No	Description	Yes	No	N.A.	Actions taken
1	Whether work permit is obtained to take up work at height above 1.5 Mts?				
2	Whether atmospheric condition is "stormy" or "raining" and works at heights have been permitted?				
3	Whether steel pipes scaffoldings are used for units /off-site areas?				
4	Whether scaffolding has been erected on rigid/firm/leveled surfaces / ground? Whether "foot-seals" or "base-plates" are used beneath the up-rights (vertical steel pipes)				
5	Whether scaffold construction is as per IS specification with toe-board and hand-rails (top-rail as well as mid-rail)?				
6	Whether distance between two successive up-rights are less than 2.5 Mts (height of scaffold & load carrying capacity governs the distance between two uprights)				
7	Whether all uprights are extended at least 900 mm above the top most working platform (to enable fitting of handrails)?				
8	Whether vertical distance of two successive ledgers is satisfactory? (varying between 1.3 Mts. To 2.1 Mts)				
9	Whether the peripheral areas of working at height are cordoned-off? (for avoiding accident to people arising out of dropped / deflected materials)				
10	Whether platform is provided? Is it safely approachable?				
11	Whether end of scaffold platform / board are extended beyond transoms? (125mm to 150 mm)				
12	Whether CE / IS approved quality and worthy conditioned full-body safety harness (with double lanyard & karabiners) are used while working at heights?				
13	Whether life-line of safety harness is anchored to an independent secured support capable of withstanding load of a falling person?				
14	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person / vehicle?				
15	Whether clamps used are of good condition, of adequate strength and free from defects?				
16	Whether ladder is placed at secured and leveled surface?				
17	Whether water-pass and oil-spills are avoided around the scaffold structure?				
18	Whether ladder is extended 1.5mts. above the landing point at height?				
19	Whether more than one access/egress provided to the scaffold?				
20	Whether ladder used are of adequate length and overlapping of short ladders avoided?				
21	Whether metallic ladders are placed much away from near-by electrical transmission line?				
22	Whether rungs of ladder are inspected and found in good order?				
23	Whether fall-arresters provided on both the access/egress routes?				
24	Whether diagonal (cross) bracings are provided at regular interval on the scaffold?				
25	Whether working platform on the scaffold has been made free from "jolt" or "gap"?				
26	Whether tools or materials are removed after completion of the day's job at heights?				
27	Whether a valid Permit for Work (PFW) is obtained before taking up work over asbestos or fragile roof?				
28	Whether sufficient precaution is taken while working on fragile roof?				

FORMAT NO. : HSE-13 REV 0

(Sheet 2 of 2)

Sl. No	Description	Yes	No	N. A	Actions taken
29	Whether provision is made to arrange duck ladder, crawling board for working on fragile roof?				
30	Whether scaffold has been inspected by qualified civil engineers prior to their use?				
31	Whether the scaffolding has been designed for the load to be borne by the same?				
32	Whether the erection and dismantling of the scaffolding is being done by trained persons and under adequate supervision?				
33	Whether safety net with proper working arrangement and life-line has been provided?				
34	Whether TAGS (Green for acceptable and Red for incomplete/unsafe scaffolds) are used on scaffolds?				
35	Whether sufficient illumination is provided in and around the scaffold and access?				
36	Whether emergency rescue / response arrangements are made in place				

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-14 REV 0

(sheet 1 of 2)

PERMIT FOR ERECTION / MODIFICATION & DISMANTLING OF SCAFFOLDING

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :
Nature of activities : Duration: From.....To.....

SL. No.	SUBJECTS / ITEMS	DONE	NOT DONE	REMARKS
1	Specific task of Erection / Modification / Dismantling of scaffolds, identified & TAGGED accordingly (before as well as after carrying-out jobs).			
2	People engaged in doing the job are identified & are certified by Job Engineer of Main Contractor as experienced / trained.			Names to be noted
3	Concerned persons are alerted by the Job Engineer of Main Contractor in connection with possible hazards & what the workmen MUST do / MUST not do.			
4	Verification by Job Engineer of Main Contractor made for confirming that all persons permitted to carry-out the jobs are making use of Helmet, Safety Shoes, Goggles, Gloves & Double lanyard safety harness and other relevant PPEs.			
5	Area of work is effectively cordoned-off / barricaded / illuminated.			
6	For taking-up / lowering down Scaffolding members / clamps / couplings etc. appropriate ropes / pulleys/ chains etc. have been arranged for use (not to throw any item) & the same have been verified as "fit for purpose".			
7	Items / members of scaffold, being lowered are removed from the area & stacked correctly.			
8	Ropes, chains, pulley blocks etc. being used for lifting or lowering scaffold items, are inspected by the Job Engineer & their certifications as well as physical conditions have been found O.K, before signing this PERMIT.			
9	Safety Net / Life-line / Fall Arresters etc. are arranged in position and Job Engineer has found working conditions favorable for activities to start.			
10	Scaffold erection or dismantling tasks are being supervised by Experienced Engineer / Competent person.			
11	Only competent & experienced people have been selected / engaged in Scaffolding erection, modification or dismantling tasks.			
12	Adequate & effective actions for traffic and movement of people around the cordoned-off area taken to avoid inadvertent incident			
13	Working platforms are protected with handrails & toe-boards.			
14	Access & Exit (for reach & escape) are safe for use by people.			
15	Tools, tackles to be used for above jobs are verified by job Engineers of Main contractor as genuinely good and tied-up at height (to prevent their fall).			
16	Site important Telephone Nos. are made known to everyone			
17	SOP (Safe Operating Procedure) for the specific task is made & followed too.			
18	Emergency vehicle has been arranged at work locations.			

- This permit for work shall be available at specific work location all the time.
- After completion of work, permit shall be returned to safety cell of main contractor, without fail.
- This Permit shall be issued maximum upto (Monday to Sunday).
- Additional Precautions, if any

-
• **ACCORD OF PERMISSION** (to be ticked) - YES () / NO ()

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer]

FORMAT NO. : HSE-14 REV 0

(sheet 2 of 2)

Everyday Site working conditions & performance of workmen shall be assessed / checked by Contractor Site Engr. and Safety Officer shall verify the same.

	Name / Sign.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Site Engr.								
Safety Off.								

FORMAT NO. : HSE-15 REV 0

PERMIT FOR HEAVY LIFT/ CRITICAL ERECTION

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :
Nature of activities : Duration: From.....To.....
Location of work : Name /Type of crane :
Equipment/Structure to be erected: Wt. of equipment/ structure to be erected

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Is the crane type suitable for lift or as per erection procedure?				
2)	Is the crane have the correct number of counterweights fitted?				
3)	Availability of Load Certification of crane from authorized agency.				
4)	Is the load chart of crane available in crane cabin/or with Crane operator?				
5)	Is the device to check the Wind speed in crane is working? Is the safety features in crane are working?				
6)	Availability of Load certification of slings and other accessories from authorized agency				
7)	Availability of Licensee/certificate for crane operator from authorized agency.				
8)	Availability of approved HIRAC for the subject activities.				
9)	Availability of approved erection/rigging procedures.				
10)	Availability of temporary gratings/ platforms for critical lifting(as applicable)				
11)	Tool Box conducted before erection?				
12)	Has the area been cordoned off?				
13)	Are the authorized persons during erection are identified?				
14)	Does each person identified for erection understand their roles and responsibilities?				
15)	Is the ground on which crane will rest or outrigger support are correct?				
16)	Is hard stand requirement (if any) complied?				
17)	Is the communication system (viz walkie-talkies, etc. are working properly?				
18)	If more than one crane is lifting the load, is an Intermediate rigger will supervise the lift?				
19)	If there is other obstruction within the operating radius of the crane, have correct precautions been taken to prevent collision?				
20)	All the persons are wearing the requisite PPE?				

Inspected & Issued by
Contractor Engineer/RCM

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-16 REV 0

PERMIT FOR ENERGY ISOLATION & DE-ISOLATION

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :

ENERGY ISOLATION PERMIT	
- Clearance required from:..... Hrs Date To Hrs Date - Name of equipment/ energy source etc. - Nature of job to be done: - Area.....Location:	
PERMIT VALIDATION I hereby authorize the personnel(performer) to isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for maintenance/repair. Issuing authority Area –Incharge/ RCM Signature: Date: Name:	PERFORMING AUTHORITY The work and precautions will be carried out under my overall responsibility.(Testing/execution engineer) Signature: Date: Name:
SAFETY PRECAUTIONS FOR CLEARANCE 1. Notify workers of intent to de- energize ☐ 2. Obtain lock, tag or locking/tagging devices ☐ 3. Shut down, de energize, dissipate any residual energies. ☐ 4. Apply lock ,tag and locking and/or tagging devices ☐ 5. *Any other job specific precautions ☐ 6. Verify effectiveness of lockout by attempting to restart. ☐ 7. Proper PPE is ensured ☐ I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No:..... Lock No:..... Issuing authority Area –Incharge/ RCM Signature: Date: Name: (*to be included by contractor in consultation with EIL/owner)	NORMALISING AFTER CLEARANCE 1. Notify workers of intent to re- energize ☐ 2. Conduct visual inspection to confirm that the danger zone is clear of workers ☐ 3. Conduct visual inspection to confirm that tools , equipments danger zone is clear of workers ☐ 4. Reposition the safety devices(interlocks, valves, guards, covers ,sensors, as applicable, etc) ☐ 5. *Any other job specific normalizing details ☐ 6. Remove lock, tag and locking and/or tagging devices. ☐ 7. Re-energize. ☐ 8. Confirm system is operating properly& safely I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No:..... Lock No:..... Issuing authority Area –Incharge/ RCM Signature: Date: Name: (*to be included by contractor in consultation with EIL/owner)
ENERGY DE-ISOLATION PERMIT	
PERMIT VALIDATION I hereby authorize the personnel(performer) to de- isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for normal operation.. Issuing authority Area –Incharge/ RCM Signature: Date: Name:	PERFORMING AUTHORITY I hereby certify that the equipment/energy source mentioned above has been de-isolated and is ready for normal operation.(Testing/execution engineer) Signature: Date: Name: Countersigned by Issuing authority

FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION

(depth 2m and above)

(Sheet 1 of 2)

Project :
Name of the work :
Name of contractor :
Job Description :
Size of excavation :

Sr. No. :
Date :
Job No. :
Location:

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Suitable and sufficient risk assessments and method statements has been carried to ensure that the work shall be undertaken in accordance with specification and standard.				
2)	Are plans/details of underground services available and the same has been reviewed?				
3)	Has survey done to locate the services/obstacles etc.				
4)	Has the live services (electrical, water line, air line, telephone line, etc.) has been disabled for carrying out the job.				
5)	Is adequate barriers/fences to protect the excavation are in place?				
6)	Is Adequate warning signs are in place?				
7)	Is Assessment of ground conditions done and remedial action (if any) taken?				
8)	Safe access / egress (e.g. ramp / steps / ladders etc.) provided for site workmen & supervisors.				
9)	Is the excavation work being undertaken in proximity of structure, etc.? If Yes, its effect is considered?				
10)	Availability of competent person for supervising the excavation work?				
11)	Adequate safe arrangement to prevent collapse of edges (e.g. shoring / strutting / benching / sloping etc.) made at site.				
12)	Hard barricades (at least 1.0M away from edge & for excavation near site access roads) with warning signs/caution boards are provided				
13)	Accumulation / passage-ways of water at periphery of excavation / trench stopped/ restricted.				
14)	Is the equipment being used for excavation has been checked for adequacy and is in good working condition having all the safety features?				
15)	Age & fitness of workmen ensured by medical test before engagement in job ?				
16)	Arrangement of Monitoring of possible oxygen deficiency or obnoxious gases done & action taken?				

PERMIT GRANTED - Yes / No

(List enclosed with name & gate pass numbers.)

Name & Signature of Site Engr.

Name & Signature of Area – In charge/RCM of

Contractor (Initiator)

Contractor (Issuing authority)

Verification by Contractor Safety Officer

FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION

(Sheet 2 of 2)

NOTES: -

1. Slopes or benches for excavation beyond 2.0M depth shall be designed & approved by Contractor's site head.
2. Excavated earth to be kept at least 1.5M away from edges
3. Safety helmets, Safety shoes or gum-boots, gloves, goggles, Face shield, Safety Harness shall be essential PPEs.
4. Permit shall be made in **duplicate** and original shall be available at site of work.
5. Permit shall be issued for maximum **one week** only (Monday to Sunday)
6. After completion of works, permit shall be closed & preserved for record purpose

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity period From ____ To ____	Working Time From ____ To ____	Initiator (site Engr. of Main Contractor)	Issuing authority (Area In charge/RCM of Main Contractor)	Review by EIL / Owner (Remarks with date)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Additional safety instructions if any: -

- 1.
- 2.
- 3.

FORMAT NO. : HSE-18 REV 0

(Sheet 1of 2)

IDENTIFICATION OF ENVIRONMENTAL ASPECTS, IMPACT ASSESSMENT AND CONTROL MEASURES

S. No	Activity	Environmental Aspect	N/A/E	Environment Impact	Control Measures	Consequences						Risk Level	Significant	Gaps/ Recommendations
						A	B	C	D	E	F	G	Yes/No	

(Sheet 2 of 2)

INITIAL ENVIRONMENT REVIEW TECHNIQUE

Environmental Impacts	AP = Air Pollution	WP = Water Pollution	LC = Land Contamination	DNR = Depletion of Natural Resources	NP = Noise Pollution

Scale	Quantity (A)	Occurrence (B)	Severity of Impact (C)	Detection (D)	Control (E)	Legal and other requirements (F)
1	Negligible	Very Rare	Negligible visual impact	Immediately	Available & effective at place	In compliance or not applicable
2	Low	Once a month or less	Causes Discomfort or Nuisance	Within 1 hour	Has in-built Secondary control	
3	Moderate	Once a day	Resource Depletion	Within 8 hours	Needs human Intervention	
4	High	Several times a Day	Affects Aquatic Life, flora, fauna or global issue	Within 24 hours	Mechanism in place but not reliable	
5	Excessive	Continuous	Human health effect	More than 24 hours	Absent or no effective control	Not in compliance

Risk Level - G : A x B x C x D x E x F

Aspects with score of **100 and above** are considered as significant.
Also, Irrespective of the score, all legal noncompliance's to be considered as significant

Condition	
N	NORMAL
A	ABNORMAL
E	EMERGENCY

FORMAT NO. : HSE-19 REV 0 HIRAC

Risk Identification						Desired Controls & Existing Gaps, If Any		Risk Assessment				Recommended Control Actions To Reduce The Risk Level	Action By	Remarks
SN	Activity	Activity Type (R/Nr)	Hazards	Condition(N/An/E)	Associated Risk	Desired Control Measures	Gaps If Any	Probability(P)	Impact (I)	Risk R= P*I	Risk Classification			

Likelihood – Possibility of occurrence of risks based on present gaps (technological / operational / competence / measurement and monitoring);

UL: Unlikely, **L:** Likely, **VL:** Very Likely, **FR:** Frequent, **C:** Continuous

Impact –

SI: Slight Injury, **MI:** Minor Injury, **MJ:** Major Injury, **SF:** Single Fatality, **MF:** Multiple Fatalities

Level of consequence – Refer Guidance criteria for this i.e. possible degree of damage;

Condition- **N:** Normal, **AN:** Abnormal, **E-**Emergency

Activity Type: **R-** Routine, **NR-** Non Routine

RISK –

L: Low Risk, **M:** Moderate Risk, **H:** High Risk

FORMAT NO.: HSE-20 REV 0

Inspection of Tower Crane

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Serial number plate & SWL marking		
2	Valid TPI Certificate		
3	Valid Insurance		
4	Safe access and egress are provided to the crane operator.		
5	Front glass of Operator cabin		
6	Operator crane cabin is provided with a locking mechanism so as to prevent unauthorised entry.		
7	A safety bar is fitted across the operator's cabin window where there is likelihood of the operator falling through it.		
8	Manufacturer Operating Manual and Maintenance Manual are made available.		
9	An updated Operation and Maintenance log book is available in the operator cabin.		
10	All mounting bolts are in good condition.		
11	Load chart provided		
12	SLI available		
13	Crane hooks have got smooth surface and no dent		
14	Hook-latch / Dog-clamp in hook is effective		
15	Over hoist limit switch		
16	Double body earthing of Tower Crane		
17	Jib angle indicator is provided (For Luffing Jib Tower Crane).		
18	Emergency stop button, which will terminate the operation of the crane engine, is installed in the operator cabin and correctly identified.		
19	Effective braking mechanisms for Hoisting, Derricking, Slewing, Trolley Travelling maintained:		
20	Trolley Travelling limiter to prevent over-travelling of trolley is functional.		
21	Limit switches to prevent over-derricking and over-lowering of jib (For Luffing Jib Tower Crane) is functional.		
22	Slewing limiter to restrict slewing of crane is functional.		
23	Over load Limiter to prevent overloading of crane is functional.		

24	Load Moment Limiter to prevent over-turning moment is functional.		
25	Anti-collision devices are tested to stop the tower crane's operation such that the crane-to-crane interference must be maintained at not less than 3 m.		
26	Condition of boom		
27	Counter weight placement and pins		
28	Winches, pulleys and wire ropes are in good working condition.		
29	Colour coding		
30	Leakage in hydraulic cylinder		
31	Fire Extinguisher		
32	Tower crane is adequately grounded or protected against lightning.		
33	Wind anemometer is installed and is in good working condition.		
34	Aviation lamp is functional (Reqd. for 30mt and above)		
35	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
36	Safety Induction for Operator		
37	Others		

**Signature & Name of
Operator:**

**Signature and name of Job
Engineer**

**Signature & Name of Contractor's Safety
Officer**

FORMAT NO. : HSE-21 REV 0

Crane Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Crane hooks have got smooth surface and no dent		
2	Hook-latch / Dog-clamp in hook is effective		
3	Over hoist limit switch		
4	Over Load Indicator		
5	Over Boom limit switch		
6	Boom angle indicator		
7	Colour coding		
8	Condition of boom		
9	Condition of wire rope		
10	Rope drum / sheaves are in good working condition		
11	Swing break & lock		
12	Swing Alarm		
13	Over hoist break & lock		
14	Boom break & lock (For Telescopic Boom)		
15	Leakage in hydraulic cylinder		
16	Condition of Outrigger (For Tyre Mounted Crane)		
17	Outrigger fully extended Marking (For Tyre Mounted Crane)		
18	Condition of Tyre (For Tyre Mounted Crane)		
19	Wheel chokes are present and are used whenever required (For Tyre mounted)		
20	Battery & lamps		
21	Moving & rotating parts guarded		
22	Load chart provided		
23	Reverse horn (For Tyre Mounted Crane)		
24	Body Condition of crane		
25	Front glass of Operator cabin		

26	Both side Mirror		
27	Number Plate (For Tyre Mounted Crane)		
28	Fire Extinguisher		
29	Horn		
30	Windshield and wipers		
31	Working of light & Indicator		
32	SLI		
33	Spark Arrestor(For Running Refinery/ Petrochemical/Chemical Plant)		
34	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
35	TPI Certificate		
36	RC Document (For Tyre Mounted Crane)		
37	Fitness Certificate of Vehicle by authority		
38	Insurance		
39	PUC		
40	HMV License for Operator		
41	Pre Medical Check-up& Periodic Medical check- up (every 6 months) including vision test for Operator		
42	Safety Induction for Operator		
43	Others		

**Signature & Name of
Operator:**

**Signature & Name of Contractor's
Concern Engineer**

**Signature & Name of Contractor's
Safety Officer**

FORMAT NO. : HSE-22 REV 0

Hydra Crane Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Identification number of Hydra crane boldly scribed in front and rear end of machine		
2	Hydra Operator has got adequate document in support of his competency (i.e. HMTV driving license, knowledge & training)		
3	Marking of SWL on hook position is clearly visible		
4	Test & examination of Hydra crane by statutory / competent authority is carried out & document is valid		
5	Colour Coding		
6	RC Document		
7	Fitness Certificate of Vehicle by authority		
8	Valid Insurance		
9	Valid PUC		
10	Pre Medical Check-up & Periodic Medical check-up (every 6 months) including vision test for Operator		
11	Safety Induction for Operator		
12	Crane hooks have got smooth surface and no dent		
13	Hook-latch / Dog-clamp in hook is effective		
14	Over hoist limit switch		
15	Over Load Indicator		
16	SLI		
17	Condition of boom		
18	Condition of wire rope		
19	Rope drum / sheaves are in good working condition		
20	Leakage in hydraulic cylinder		
21	Tyre condition		
22	Battery		

23	Moving & rotating parts guarded		
24	Break		
25	Parking Break		
26	Front horn		
27	Reverse horn		
28	Hydra cabin body and frame of machine is in good order		
29	Both side Mirror		
30	Fire Extinguisher		
31	Front glass pane of the Hydra operator's cabin is clean & clear (i.e. not cracked / damaged / broken)		
32	Windshield and wipers condition		
33	Working of front & back lights, turn Indicators, parking lights & fog lamps		
34	Spark Arrestor (For Running Refinery/ Petrochemical/ Chemical Plant)		
35	Wheel chokes are present and are used whenever required		
36	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
37	Others		

Signature & Name of Operator

**Signature & Name of
Contractor's Concern
Engineer**

Signature & Name of Contractor's Safety Officer

FORMAT NO. : HSE-23 REV 0

Hydraulic Rig Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
2	All switch & mechanical guards are in good condition and properly installed		
3	All Safety Indicator lights work		
4	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
5	Motion alarms are functional		
6	Safety decals are in place and readable		
7	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
8	Braking devices are operating properly		
9	Winches, pulleys and wire ropes are in good working condition.		
10	Function of interlocks and limit switch		
11	The manufacturer's operations manual (in all languages of the operators)		
12	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		
13	Battery Charge		
14	Outriggers in place or functioning. Associated alarms working		
15	Moving & rotating parts guarded		
16	Load chart provided		
17	Fire Extinguisher		
18	Spark Arrestor, if operated by using fuel (For Running Refinery/ Petrochemical/ Chemical Plant)		
19	Serial number plate		
20	SLI		
21	TPI Certificate		
22	Colour Coding		

23	Insurance		
24	Pre Medical Check-up & Periodic Medical check-up (every 6 months) including vision test for Operator		
25	Safety Induction for Operator		
26	Others		

**Signature & Name
of Operator:**

**Signature & Name of Contractor's Concern
Engineer**

Signature & Name of Contractor's Safety Officer

FORMAT NO. : HSE-24 REV 0

Boom Lift Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Operating and emergency controls are in proper working condition, EMO button or Emergency Stop Device		
2	Functional upper drive control interlock (i.e. foot pedal, spring lock, or two hand controls)		
3	Emergency Lowering function operates properly		
4	Lower operating controls successfully override the upper controls		
5	Both upper and lower controls are adequately protected from inadvertent operation.		
6	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
7	All switch & mechanical guards are in good condition and properly installed		
8	All Safety Indicator lights work		
9	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
10	Motion alarms are functional		
11	Safety decals are in place and readable		
12	Guardrails and anchor points are in place, and in good condition		
13	Work platform & extension slides are clean, dry, & clear of debris		
14	Work platform extension slides in and out freely with safety locking pins in place to lock setting on models with extension platforms.		
15	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
16	Braking devices are operating properly		
17	The manufacturer's operations manual is stored on AWP (in all languages of the operators)		
18	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		
19	Battery Charge		
20	Outriggers in place or functioning. Associated alarms working		

21	Tyres and wheels are in good condition, with adequate air pressure if pneumatic		
22	Wheel chokes are present and are used whenever required		
23	Moving & rotating parts guarded		
24	Load chart provided		
25	Fire Extinguisher		
26	Spark Arrestor, if operated by using fuel (For Running Refinery/ Petrochemical/ Chemical Plant)		
27	Serial number plate with Load capacity		
28	TPI Certificate		
29	Colour Coding		
30	Insurance		
31	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
32	Safety Induction for Operator		
33	Others		

**Signature & Name of
Operator:**

**Signature & Name of
Contractor's Concern
Engineer**

**Signature & Name of Contractor's Safety
Officer**

SECTION-VI

PRICE SCHEDULE

RFQ NO.: SM/ B240-910-KA-MR-5010/504

ITEM : GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

PREAMBLE TO PRICE SCHEDULE

- 1 Scope of Supply including testing, Inspection, documentation etc., shall be strictly as per Material Requisition and Bidding Document.
- 2 Bidder shall furnish the break-up of built-in CIF value against each quoted item, giving details of description of goods, quantity, rate of custom duty etc. in attached form- SP-6.
- 3 Bidder to clearly indicate 'Quoted' against each Sr. No. in the price column in the unpriced Price Schedule and % of taxes/ duties against relevant columns of taxes and duties. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part with the Unpriced Bid.
- 4 Bidder shall furnish prices/details as above, in accordance with ITB .
- 5 All the Columns of quoted items in the price schedule must be filled with required information, as applicable.
- 6 Bidder confirm that he has noted that contents of the preamble to the price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.
- 7 Quoted prices are firm and fixed till complete execution of the entire order.
- 8 Bidder must quote the price in this Price Schedule formats only. The formats shall not be changed and/or retyped.
- 9 Delivery location is specified in the Bidding Document.
- 10 The description of items and tag no. provided in this Price Schedule format is indicative only. In case, there is a discrepancy in the Tag no. /Description of items provided in this Price schedule format and the Tag no. /Description of items provided in the Material Requisition, the Tag no. /Description of items provided in the MR shall prevail.
- 11 Evaluation shall be done on bottom line basis as per considering Supply+Transportation+Charges for Hazop Study+Training charges+Technical Loading as per MR

PRICE SCHEDULE (INDIAN BIDDER)

RFQ NO.: SM/ B240-910-KA-MR-5010/504

FORM SP-1A

ITEM: GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

BIDDER:		M/s					
BIDDER'S REFERENCE NO:							
Item Sl. No.	Description of Items as per MR	Qty	Total Lumpsum FOT Despatch point price excluding GST [Refer Note-1 below] Currency (.....)	GST (Applicable extra on Col. 4) in %	Total Lumpsum Freight upto Project site excluding GST Currency (.....)	GST on Freight (Applicable extra on Col.6) in %	% age Domestic Component as Per PP- LC policy (In %)/ Unit
1	2	3	4	5	6	7	8
1.00	Design, engineering, manufacture, procurement of materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, Performance Guarantee test run at site, packing, delivery of the following, including supply of commissioning spares (Note-2) & special tools and tackles, documentation as per the enclosed EIL standard specifications, job specification, data sheets etc. and other codes and standards attached or referred. (for complete details refer Material Requisition)						
1.01	Natural Gas Compressor	1 No					
4.01	Supply of Mandatory Spares	1 Lot			included in item no 01.01 (Refer Note-5 below)		
5	Unit Rate for supply of Two Years Operation and Maintenance Spares, as per enclosed instruction to vendor	Shall be quoted as per Form-SP-2					
8	Supervision of erection and commissioning of item ar S. No 01.01	Shall be as per Form-SP-3					
10	Training charges at vendor's works for S. no 01.01	Shall be quoted as per Form-SP-4					
17	Participation of Hazop study	Shall be quoted as per Form-SP-5					
NOTE:							
1	Bidder shall indicate Currency of Quote in Un-priced bid as well as Priced Bid. In case bidder does not indicate Currency of quote in Un-priced bid or Priced bid. In case bidder doesn't indicate currency of quote in Un-price and price bid their currency of quote shall be considered as INR.						
2	Quoted prices for Supply are inclusive of all Commissioning Spares and Special Tools & Tackles etc. as applicable, as per Material Requisition.						
3	Bidders must fill itemwise % age Domestic Components as per Public Procurement Policy in Column (8) in Percentage. Percentage (%) indicated in Column (8) to be derived in line with the format provided in the policy. However bidder are not required to submit the calculation but only furnish the percentage of the Local Content. Please Refer Annexure-VI of ITB						
4	Quoted price shall be inclusive of prices for raw materials sourced outside India and to be incorporated in the finished product sourced from India - Detailed break up shall be furnished in Price Schedule Form SP-6.						
5	The freight charges for Mandatory spares shall be included in the quoted freight charges for main equipment.						

PRICE SCHEDULE (FOREIGN BIDDER)

RFQ NO.: SM/ B240-910-KA-MR-5010/504

Form-SP-1B

ITEM: GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

BIDDER:	M/s				
BIDDER'S REFERENCE NO:					
Item Sl. No.	Description of Items as per MR	Qty	Total Lumpsum FOB Port of Exit price Currency (.....)	Total Lumpsum Ocean Freight upto Indian Port of Entry Currency (.....)	% age Domestic Component as Per PP-LC policy (In %)/ Unit
1	2	3	4	5	6
1.00	Design, engineering, manufacture, procurement of materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, Performance Guarantee test run at site, packing, delivery of the following, including supply of commissioning spares (Note-2) & special tools and tackles, documentation as per the enclosed EIL standard specifications, job specification, data sheets etc. and other codes and standards attached or referred. (for complete details refer Material Requisition)				
1.01	Natural Gas Compressor	1 No			%
4.01	Supply of Mandatory Spares	1 Lot		Included in item no 01.01 (Refer Note-5 below)	%
5	Unit Rate for supply of Two Years Operation and Maintenance Spares, as per enclosed instruction to vendor	Shall be quoted as per Form-SP-2			
8	Supervision of erection and commissioning of item ar S. No 01.01	Shall be as per Form-SP-3			
10	Training charges at vendor's works for S. no 01.01	Shall be quoted as per Form-SP-4			
17	Participation of Hazop study	Shall be quoted as per Form-SP-5			
NOTE:					
1	Bidder shall indicate Currency of Quote in Un-priced bid as well as Priced Bid. In case bidder does not indicate Currency of quote in Un-priced bid or Priced bid. In case bidder doesn't indicate currency of quote in Un-price and price bid their offer shall be rejected.				
2	In case Indian Sourced component is applicable and bidder desires payment to be released directly to Indian counterpart, bidder shall furnish the same in Indian Rupees in Price Schedule Form - SP-1A (Indian bidder Pice Schedule) along with related Taxes & Duties as applicable on Indian components. Bidder also provide the details of Indian counterpart.				
3	Bidders must fill itemwise % age Domestic Components as per Public Procurement Policy in Column (6) in Percentage. Percentage (%) indicated in Column (6) to be derived in line with the format provided in the policy. However bidder are not required to submit the calculation but only furnish the percentage of the Local Content. Please refer Annexure-VI of ITB.				
4	Quoted prices for Supply are inclusive of all Commissioning Spares and Special Tools & Tackles etc. as applicable, as per Material Requisition.				
5	The Ocean freight charges for Mandatory spares shall be included in the quoted Ocean freight charges for main equipment.				

QUOTATION FOR TWO YEARS OPERATION AND MAINTENANCE SPARES				
FORM - SP-2 TO PRICE SCHEDULE FORMAT				
RFQ NO.	SM/ B240-910-KA-MR-5010/504			
ITEM:	GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE			
NAME OF BIDDER:	M/S _____			
BIDDER'S OFFER REF. NO.: _____		DATED _____		
S.No	Description	Quantity with UOM	Unit Supply Price [Excluding GST] Currency (_____)	Freight in terms of % Supply price
1				
2				
3				
4				
NOTES:				
1	Prices for spares for 2 year normal operation and maintenance shall be furnished on FOT dispatch point basis by Indian bidder inclusive of all taxes, duties, levies etc. excluding GST and FOB international seaport of exit basis for Foreign bidder as per this format only.			
2	Indian bidder shall quote inland freight charges upto Project site and Foreign bidder shall quote Ocean freight upto Indian port of entry.			
3	Prices of 2 Years O&M spares shall be kept valid upto Guarantee/ warranty period. Owner reserves the right to place the order for such O & M spares.			
4	Owner reserves the right to select and order any of the spares out of above list.			
5	100% payment shall be made through Electronic Clearing System (in case of Indian Bidder) / wire transfer (in case of Foreign Bidder) against dispatch/shipping documents directly to Purchaser.			

Form - SP-3 to Price Schedule Format

RFQ NO. SM/ B240-910-KA-MR-5010/504

ITEM: GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

NAME OF BIDDER: M/S _____

TERMS & CONDITIONS FOR SUPERVISION SERVICES

1	Bidder shall quote per diem charges which shall include lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges and all taxes & duties except Service tax (for bidders registered in India) which shall be quoted extra and shall be payable against submission of Invoice as per Service tax rules.
2	Tax(s) as per Government policy shall be deducted at source by Purchaser while making payments against each invoice.
3	For Foreign Bidders: To & fro air fare by economy class through most economical route and/or AC 2 Tier by Train Fare(*) within India nearest to site, will be reimbursed at actual. Local transportation in bidder's country shall be to bidder's account.
4	For Indian Bidders: To & fro air fare by economy class through most economical route and/or AC 2 Tier by Train Fare(*) nearest to site , will be reimbursed at actual. (*)In case a bidder travel's by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
5	Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
6	In case bidder's representative is not called for during Intervening weekly off/Holidays, the same shall be payable at the normal rate of site services. However, in case Seller's representative is called at site during weekly off/Holiday, the same shall be paid @ overtime rate quoted extra by bidder.
7	Bidder's representative shall not be allowed to take leave unless in unforeseen circumstances. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
8	Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
9	Deployment of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
10	Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
11	A notice period of 15 days will be given for mobilization of supervisory personnel for supervision of erection/testing/commissioning etc.
12	Validity period of per diem rate shall be upto the end of guarantee period. Further in case services for supervision are not required after guarantee period, 8% annual escalation shall be applicable.
13	Payment: 100% against submission of monthly bills and time sheets certified by the Engineer-in-Charge.

14	Requirement of Work Permit Visa for Foreign Nationals: All foreign nationals coming to India for execution of Projects / Orders will have to apply for Work Permit Visa only and that grant of Work Permit Visa would be subject to strict adherence of following norms: i) Work Permit Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc. ii) Request for work permit Visa for jobs for which large number of qualified Indian are available, is not considered. iii) Under no circumstances an work permit Visa is granted for routine, ordinary secretarial / clerical jobs. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.	
A.	PER DIEM CHARGES :Supervision of Erection, Testing & Commissioning as per Scope of MR.	
S no	Description	RATES
1	Per diem charges (per person) : For Indian Bidder	Rs 1,65,000.00 per Day (Indian Rupees One Lakh Sixty Five Thousand Only per day)
2	Per diem charges (per person) : For Foreign Bidder. Foreign Bidder to quote Currency below	Equivalent foreign currency on the date of Invoice
3	Currency of quote for Supervision charges (Foreign Bidder)	
Prevailing Rate of Goods and Service Tax @ _____% (REFER NOTES BELOW)		
NOTES:		
1	Indian bidder shall indicate the Prevailing rate of Goods and service tax in the space provided above.	
2	Bider to note that for ordering putrpose 200 Mandays shall be considered. However, payment shall be made as per actual execution at site.	
3	In case, Foreign bidder has an establishment in India, bidder to furnish the rate of applicable Goods and Service Tax in the space provided above. Otherwise, Foreign bidder shall not indicate the Goodsa and Service Tax as the same shall be paid by Owner.	

QUOTATION FOR TRAINING OF OWNER PERSONNEL AS PER MR AT VENDOR'S WORKS/TRAINING FACILITY. FORM - SP-4 TO PRICE SCHEDULE FORMAT			
RFQ NO.	SM/ B240-910-KA-MR-5010/504		
ITEM:	GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE		
NAME OF BIDDER	M/S _____		
BIDDER'S OFFER REF. NO.:	_____		DATED _____
COMMERCIAL TERMS AND CONDITIONS			
1	Bidder shall quote Training charges of Owner's Operation and Maintenance personnel at Bidder's works/training facility on lumpsum basis.		
2	All expenses including but not limited to Air-fare, accomodation, local conveyance, living expenses etc of Owner's personnel shall be borne by Purchaser.		
3	Quoted prices shall be inclusive of all taxes & duties except GST which shall be payable extra at actuals against submission of documents as per Goods & Service tax rules.		
4	A notice period of 15 days will be given by EIL for prior arrangement.		
5	PAYMENT TERMS: 100% on completion of services against submission of invoice, any other supporting documents, if required along with Certificate of training duly certified by Project Manager.		
6			
LUMP SUM CHARGES : For duration and batch size refer MR			
S.No.	Description	Currency (_____)	
1	Lumpsum charges for training for 15 persons x 2weeks = 30 man-weeks as per MR		
PREVAILING RATE OF GST, APPLICABLE ON TRAINING CHARGES		EXTRA @	
NOTES:			
1	Indian bidder shall indicate the Prevailing rate of GST in the space provided above.		

Form - SP-5 to Price Schedule Format

RFQ NO. SM/ B240-910-KA-MR-5010/504

ITEM: GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

NAME OF BIDDER: M/S _____

	TERMS & CONDITIONS FOR HAZOP
1	Bidder shall quote per diem charges which shall include lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges and all taxes & duties except Goods and Service tax (for bidders registered in India) which shall be quoted extra and shall be payable against submission of Invoice as per Goods and Service tax rules.
2	Tax(s) as per Government policy shall be deducted at source by Purchaser while making payments against each invoice.
3	For Foreign Bidders: To & fro air fare by economy class through most economical route and/or AC 2 Tier by Train Fare(*) within India to Delhi, will be reimbursed at actual. Local transportation in bidder's country shall be to bidder's account.
4	For Indian Bidders: To & fro air fare by economy class through most economical route and/or AC 2 Tier by Train Fare(*) upto Delhi, will be reimbursed at actual. (*)In case a bidder travel's by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
5	Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
6	In case bidder's representative is not called for during Intervening weekly off/Holidays, the same shall be payable at the normal rate of site Goods and Services. However, in case Seller's representative is called at site during weekly off/Holiday, the same shall be paid @ overtime rate quoted extra by bidder.
7	Bidder's representative shall not be allowed to take leave unless in unforeseen circumstances. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
8	Working hours prevailing at site, normally 8 hours/day - Monday through Friday and holidays as applicable to Purchaser's site personnel shall apply.
9	Deployment of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
10	Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the office premises, safety codes, Indian laws and local laws.
11	A notice period of 15 days will be given for mobilization of personnel.
12	Validity period of per diem rate shall be upto the end of guarantee period.
13	Payment: 100% against submission of monthly bills and time sheets certified by the Engineer-in-Charge.

14	Requirement of Work Permit Visa for Foreign Nationals All foreign nationals coming to India for execution of Projects / Orders will have to apply for Work Permit Visa only and that grant of Work Permit Visa would be subject to strict adherence of following norms: i) Work Permit Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc. ii) Request for work permit Visa for jobs for which large number of qualified Indian are available, is not considered. iii) Under no circumstances an work permit Visa is granted for routine, ordinary secretarial / clerical jobs. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.	
A.	PER DIEM CHARGES: <i>3 man days shall be considered for evaluation.</i>	
S no	Description	RATES IN _____ (Bidder to indicate Currency)
1	Per diem charges (per person) for 8 hours work on normal working days (Monday to Saturday)	_____ per Day
2	Overtime rate/ hour beyond normal 8 hours work on normal working days.	_____ Per Hr
3	Overtime rate/hour for work on weekly off days/ holidays (as applicable at Project site).	_____ Per Hr
Prevailing Rate of Goods and Service tax @ _____ %		
Note:		
1	In case Supplier recommends more than one category for Hazop, the information desired at S. No. 1 shall be furnished separately for each category of Vendor's personnel. In case of Bidder recommends more than one category, highest category rate shall be considered for evaluation. However, payments shall be made based on actual man days consumed for respective Vendor's personnel.	
2	Indian bidder shall indicate the Prevailing rate of Goods and Service tax in the space provided above.	
3	In case, Foreign bidder has an establishment in India, bidder to furnish the rate of applicable Goods and Service Tax in the space provided above. Otherwise, Foreign bidder shall not indicate the Goods and Service Tax as the same shall be paid by Owner.	

PRICE SCHEDULE FOR INDIAN BIDDERS

FORM SP-6

NAME OF BIDDER : M/s

ITEM : GAS TURBINE DRIVEN CENTRIFUGAL COMPRESSOR PACKAGE

RFQ NO. : SM/ B240-910-KA-MR-5010/504

ITEMWISE BREAK-UP OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE FORM SP-1A

DESCRIPTION			CIF value of Import Content included in quoted supply prices (Currency__INR)	RATE OF CUSTOM DUTY INCLUDED IN QUOTED FOT DESPATCH POINT PRICES FOR SUPPLY OF FIRE ALARM SYSTEM				
Item Sl. No. as per MR	Description of Imported Items	Qty. of Imported Items Required (Unit____) *(1)		CUSTOM TARRIF NO.	BASIC CUSTOMS DUTY (%)	SOCIAL WELFARE SURCHARGE (%)	IGST (%)	TOTAL CUSTOM DUTY (%)
	1	2	3	4	5	6	7	8
1	i) _____	i) _____						
	ii) _____	ii) _____						
2	i) _____	i) _____						
	ii) _____	ii) _____						
3	i) _____	i) _____						
	ii) _____	ii) _____						
4	i) _____	i) _____						
	ii) _____	ii) _____						
5	i) _____	i) _____						
	ii) _____	ii) _____						
6	i) _____	i) _____						
	ii) _____	ii) _____						
7	i) _____	i) _____						
	ii) _____	ii) _____						
8	i) _____	i) _____						
	ii) _____	ii) _____						
9	i) _____	i) _____						
	ii) _____	ii) _____						
10	i) _____	i) _____						
	ii) _____	ii) _____						
11	i) _____	i) _____						
	ii) _____	ii) _____						

NOTE: *(1) Bidder shall indicate CIF value against each quoted item and give description of goods along with its quantities (UNIT TO BE SPECIFIED BY THE BIDDER) to be imported in the above Format

(2) Bidder to consider input tax credit of IGST available at their end (in case of import of raw materials/components) in their quoted prices.

(3) Project Rate of custom duty shall be @ 5%

BIDDER'S SIGNATURE:

COMPANY'S NAME:

SEAL: _____