

Annexure for Painting contract for above ground piping and structures at GAIL,
Vijayawada O&M base

REF: RFQ/TENDER NO,
GAIL/3831/23258/33000316823/2009/SR04, dt. 24.07.2009
due on 18.08.2009
TENDER FOR CONTRAT FOR PAINTING OF ABOVE GROUND
PIPING AND STRUCTURES AT RECEIVING TERMINAL,
KONDAPALLI AND VSPL G.KONDURU
INSTRUCTIONS TO BIDDERS

1.1) Sealed offers should be reached to:

Sr. Officer (C&P)
GAIL (INDIA) LIMITED,
Gail Bhavan, AVA Road,
Rajahmundry – 533 103 A.P.

Not later than 14.00 hrs on Tuesday 18th August , 2009. Part-I Techno-commercial offers shall be opened on the same day at 15.00 hrs.

Due date & time for opening of Part-II Price bids shall be intimated to techno-commercially qualified bidders only in advance.

1.20 Bidding document, clarification and addendum

1.21 Bidding document:

1.22 One set of Bidding document (Tender document) are issued, Bidder shall submit the Tender document duly signed and stamped on each page of tender in token of his acceptance along with his bid.

1.23 Transfer Biding document issued to one intending bidder to another is not permissible.

1.24 Bids shall remain valid for 120days from the date of opening of Part-I Techno-commercial bids.

1.30 CLARIFICATION REQUEST BY BIDDER

1.31 Although the details presented in this bidding document consisting of conditions of contract, scope of work, technical specifications have been completed with all reasonable care, it is the bidders' responsibility to ensure that the information provided is adequate and clearly understood.

1.32 Bidder shall examine the bidding documents thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification at any time upto the date of 07 (seven) days prior to due date for submission of bid. Such clarification requests shall be directed to SR. OFFICER (C&P) only.

1.33 Any failure by bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

1.40 AMENDMENT OF BIDDING DOCUMENT.

1.41GAIL may for any reason whether at his own initiative or in response to the clarifications requested by the prospective bidder, issue amendment in the form of addendum during the bidding period and subsequent to receiving the bids, Any addendum thus issued shall become part of bidding document and bidder shall submit ORIGINAL addendum duly signed and stamped in token of his acceptance.

1.42 For addendum issued during the bidding period, bidder shall consider the impact in his bid, for addendum issued subsequent to receiving the bids, Bidder shall

following the instructions along with addendum with regard to submission of impact on quoted price/revised price if any.

1.50 CONFIDENTIALITY OF DOCUMENT:

1.51 Bidder shall treat the bidding document and contents thereof as confidential.

1.60 ACKNOWLEDGEMENT

1.61 With in 7days of receipt of bidding document, bidder shall acknowledge the receipt and confirm his intention to bid for the bidding work/job.,

1.70 EARNEET MONEY DEPOSIT

1.71 The bid must be accompanied by earnest money (bid security/interest fee) for the amount indicated in Letter Inviting Tender in the form of Demand Draft drawn on any nationalized/Scheduled Bank in favour of M/s GAIL India Ltd., payable at Visakhapatnam or in the form of Bank Guarantee issued by Nationalized bank for an equal amount valid for six months from the date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by EMD will not be considered unless the same is exempted. Bank guarantee shall be revalidated for extended period as required by GAIL in writing.

1.72 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of this bid except where the GAIL has given the opportunity to do so, the EMD submitted by the bidder will, in such case, not be refunded to him.

1.73 GAIL may at any time cancel or withdraw the invitation to bid without assigning any reason and the EMD submitted by the bidder will such case be refunded to him.

1.76. The successful Bidder shall be required to deposit within 15days of acceptance of his bid, security deposit of 10% of the total contract value with the GAIL in the manner indicated in GCC (Procurement of works) Should the successful bidder fail or refuse to sign the agreement or furnish the security deposit within the period fixed by the GAIL as indicated above, the EMD shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the GAIL.

1.77 The EMD shall be returned to the successful bidder after the Security deposit has been furnished by him to the GAIL.

2.0 SCHEDULE OF RATES

2.1 The Schedule of rates shall be read in conjunction with all other sections of bid document,

2.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates shall be quoted by the bidder shall include all taxes, duties & levies except SERVICE TAX which shall be payable extra at the prevailing rates against CENVATABLE INVOICE.

2.3 Rates must be filled in format for 'SCHEDULE OF RATES' enclosed as part of bid document, If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected . In any case bidder shall be presumed to have quoted against description of work and the same shall be binding on the bidder.

2.4 In case any activity through specifically not covered in description of Schedule of Rates, but is required to complete the work as per Scope of work, Scope of supply, specifications, standards, drawings, general conditions of contract, special conditions of contract or any other part of bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activity.

2.5. The rates shall include all expenditure incurred towards mobilization and demobilization.

2.6 Rates quoted shall be in INDIAN RUPEES ONLY,

2.7 Bidder shall quoted rates both in figures as well as in words.

2.8 Bidders are advised to include the Rebate/Discount, if any in the Schedule of Rates (SOR) it self and NOT to mention the same separately.

3.9 Incase, it is observed that any of the bidder(s) has/have mentioned the discount/rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/rebate offered by the bidder shall be considered for Award of Work and the same will be binding on the bidder.

II) Instructions to bidders:-

Bidders are requested to furnish sealed offers in TWO ENVELOPE system as per following details:-

- a) **Part- I Techno-commercial offer:** The offer should contain
 - i) List of documents enclosed & bidders details as per Annexure-A enclosed duly printed on your companies letter head with signature and seal.
 - ii) Power of attorney in favour of authorized signatory of the bidding document,
 - iii) Organization details:-
 - a) Incase of Proprietary ship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'
 - b) Incase of bidder is a partnership fir, certified coy of partnership deed,
 - c) Incase of Company (whether private or public), certified copy of Certificate of incorporation together with certified m Memorandum/Articles of Association.
 - iv) Complete set of RFQ (Request for quotation/Tender documents, Special conditions of contract/Scope and specification of work, Agreed terms and conditions & General Conditions of contract (Procurement of works) duly singed with seal by the bidder on each page as token of acceptance.
 - v) Exception and Deviation statement if any
 - vi) Supporting documents as indicated in BID EVALUATION CRITERIA for a) copy of Work Order b) copy of completion certificate for proof Work experience, c) Audited Balance sheet including Profit and Loss account to ascertain Financial turnover, Working capital, Net worth, Return of equity, c) valid Provident Fund Registration certificate . ALL SUPPORTING DOCUMENTS OF BEC SHOULD BE FURNISHED DULY NOTARIZED BY NOTARY PUBLIC.
 - vii) Agreed terms and conditions duly filled completely with signature and seal by the bidder.
 - viii) Earnest Money deposit: In the form of Demand Draft or Bank guarantee as mentioned in this RFQ

- ix) PRICE SCHEDULE/SCHEDULE OF RATES (AS PER RFQ) with signature and seal **WITHOUT INDICATING PRICE/RATES & VALUE.**

Part-I Techno-commercial offer is to be sealed in a envelope superscribing RFR No. date, due date of opening, Name of the job, Name and address of the bidder on the top of the envelope.

- b) **Part-II Price bid :** This bid should contain only Price/rates against each item strictly as per SCHEDULE OF RATES of this tender documents with signature with seal of the bidder. No stipulation, deviation, terms and conditions, presumption, basis etc., shall be stipulated in Price part of bid. GAIL shall not take cognizance of any such statement and may at their discretion reject such price bids. Avoid corrections and overwriting. **No document (s) and commercial conditions are to be enclosed/furnished along with price bid. Incase of any documents / information, conditions found the same shall not be considered.**

The rate quoted against each item is to be mentioned in figures and words also. The total value quoted is to be mentioned in figures and words bottom of last page of SCHEDULE OF RATES.

Part-II Price bid is to be sealed in a small envelope superscribing RFQ No, date, due date of opening, Name of the job, Name and address of the bidder on the top of the envelope.

Both Part-I and Part-II envelopes are to be sealed in a sufficiently big envelope superscribing RFQ No. date, due date of opening, Name of the job, Name and address of the bidder on the top of the envelope.

II) Other contractual stipulations:-

i) **SERVICE TAX:** The Quoted price/rates should be inclusive of all taxes and duties EXCEPT SERVICE TAX. Please note that the responsibility of payment of Service tax lies with the Service Provider only. Incase of Service tax is applicable for the tendered work, the contractor shall claim the service tax indicating rate of abatement/deduction allowed as per “ Service Tax Act “ in the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice/Bill serially numbered and shall contain the following:-

- a) Name and address and Service tax Registration No of service provider
- b) Name and address of the taxable service receiver,
- c) Description, Classification and value of taxable service provided,
- d) Service tax amount

The above details are required to enable GAIL to avail Cenvat credit for the service tax payment.

Payments to Service provider for claiming service tax amount will be made provided above formalities are fulfilled only. In case of any statutory variation in Service tax during the currency of the contract, the contractor shall submit a copy of Government notification to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for payment of service tax/statutory variation in service tax, should be raised within two(2) months from the date of issue of Government Notification for payment of differential service tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

ii) **ZERO DEVIATION**: Bidders to note that this is a Zero Deviation tender. GAIL will appreciate submission of offer strictly based on the terms and conditions in the enclosed General conditions of contract (GCC), Special Conditions of contract (SCC), Instructions to bidders, Scope of work, Technical specifications etc., to avoid wastage in seeking clarifications on technical/commercial aspects of the offer.

iii) **REJECTION CRITERIA**:

Bids received and not conforming to following shall be rejected:

- a) Firm price
- b) EMD/Bid bond,
- c) Acceptance to Scope of work, Special conditions of contract, General Conditions of contract and tender documents,
- d) Price schedule,
- e) Period of contract,
- f) Validity of bids,
- g) Price reduction schedule (LD Clause),
- h) Submission of Security deposit,
- i) Arbitration/Resolution of dispute,
- j) Force majeure,
- k) All Applicable laws of land
- l) EPF registration & ESIC
- m) Service tax Act rules,

iv) **SIGNING OF AGREEMENT**: The successful bidder on whom Contract is issued shall be required to execute an Contract Agreement in prescribed format as available in General Conditions of contract on a non-judicial stamp paper of appropriate value (the value of stamp paper shall be borne by the successful bidder) and within 15days from the date of receipt of Letter acceptance/ Work order.

v) Submission of any fake/Forged documents will lead to EMD forfeiture, cancellation of order, Blacklisting of bidder and legal proceedings against the bidder as per applicable court of laws.

vi) Tender documents are not transferable. Bidder must submit the bid directly. Bids received from bidders in whose name tender document has been issued or downloaded by any prospective bidder from GAIL website shall only be considered.

vii) GAIL will not responsible for the cost incurred in preparation and delivery of bids,

vii) Offers shall be valid for 120 days from the date of opening of Part-I Techno commercial offers.

ix) Bidders are requested to carefully study the tender documents and get clarified incase of any doubts before submission of offers only.

x) Offers received thru fax/e-mail etc shall not be considered.

x) GAIL reserves the right to reject any or all bids received at its discretion without assigning any reason whatsoever.

xi) CHECK LIST FOR SUBMISSION OF BID:

To assist bidder in ensuring the completeness of bid, a check list for submission of various documents/details in technical & unpriced commercial part of bid has been enclosed to Instructions to bidders. Bidder in his own interest is requested to fill the checklist and submit along with his bid for ready reference.

xii) AWARD OF WORK AND CONTRACT DOCUMENT.

Award of work: The bidder whose bid is accepted by GAIL shall be issued letter intent/ Fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of LOI/FOI.

ANNEXURE-I

LIST OF DOCUMENTS ENCLOSED (to be filled by the bidder)

Ref: Bidders Offer No. _____ dt. _____
 GAILs RFQ/Tender NO. _____ dt. _____

S NO	Details of documents furnished/enclosed by the bidder	Page No. & No. of sheets enclosed

Bidders details:

Name of the bidder firm/Company	
Complete Postal address of the bidder including PIN code No.	
Contact person: Name and Designation.	
Phone No. with STD code	
Fax No. with STD code	
E-mail Id:	
Mobile/Cell No.	
Type of the organization (Proprietary/Partnership/Pvt Ltd/Ltd/ etc.,	
Service Tax Registration No & dt	
VAT/TIN No.	
EPF Registration No & dt	
ESIC Registration No & dt	
PAN No.	
Bank Details: (incase of SBI/HDFC/ICICI only)	Name of the Bank: Branch Name MICR Code RTGS/NEFT/IFSC CODE:

Date:
Place:

Signature and seal of the bidder

Note: The above information is to be printed on vendor's company letter head with signature and seal.

EXCEPTIONS AND DEVIATIONS

SL NO.	REF OF BID DOCUMENT (Page/Clause No.)	SUBJECT	DEVIATIONS

Note: Bidders are advised not to stipulate any deviations(s)/conditions(s) and to confirm compliance to tender conditions in toto. However, in the event of bidder seeking any deviation(s) the same should be submitted separately for commercial & technical sections strictly as per the format given above, otherwise, the same shall not be considered and it will be presumed that the bidder has accepted all terms and conditions of the tender.

SIGNATURE _____

NAME _____

Bidders' Name _____

COMPANY SEAL _____

Annexure-I

BIDDERS CONSENT FOR RECEIVING PAYMENTS THRU ELECTRONIC MODE

TO

DT. _____.

MANAGER (F&A)
GAIL INDIA LIMITED
VISAKHAPATNAM, A.P.

SUBJECT: CONSENT FOR RECEIVING PAYMENT THRU ELECTRONIC
MODE

This is to confirm that we _____ (Name of the
organization) are having savings/current Account No.
_____ with _____
(Name of the bank) _____ (Branch name & code) to which payment
can be released electronically.

Thanking you,
Yours faithfully

For _____

(Name _____)
Designation _____
Contact details: Phone _____
E-mail Id: _____

Company seal: _____

This is to certify that A/c NO. _____ is maintained by M/s
_____ with _____ our
_____ (Name of Bank, Branch and code)

(Signature with seal)
Branch Manager

Note :The letter should be on letter head of the organization mentioning E-Mail id of
the contact person.

ANNEXURE - 2

Submission of Enterprise's information with respect to the Micro, Small and Medium Enterprises Development Act, 2006

You may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For your ready reference the definition of Micro, Small and Medium enterprises is given below :

Classification of enterprises engaged in :

- a) **manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) **providing or rendering services**

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded.

- (I) Based on the investment criterion mentioned above, please confirm whether your enterprise is a Micro/Small/Medium enterprise as follows :

“We confirm that we are a micro/small/medium enterprise under the MSMED Act 2006”. (Please strike off whichever status is not applicable).

Please note that if you do not provide the above confirmation along with RFQ/Tender, we will presume that you do not qualify as a micro or small enterprise under the MSMED Act 2006.

- (II) Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If you are a micro/small enterprise and have **filed** a memorandum with the specified authority, please confirm the following :

“We are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No)”.

If the response to the above is “Yes”, please provide us a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished along with RFQ/Tender, we will presume that you are not a supplier under the MSMED Act. Further if you do not provide the evidence in terms of the EM, you will not be considered as a supplier.

Annexure-3

Proforma of Letter of Authority for Attending Un-priced Bid Opening and Priced Bid Opening

No.

Date:

GAIL (INDIA) LTD.
GAIL Bhawan,
AVA Road,
Rajahmundry – 533 103

Attn:

Dear Sirs,

We.....hereby authorise following representatives (s) to attend the un-priced bid opening and priced bid opening against your Bid document No.for.....(item Name).....

1. Name & Designation.....Signature.....
2. Name & Designation.....Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature.....
Name & Designation.....
For & on behalf of.....

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

ANNEXURE - 4

Proforma of Letter of Authority for Signing the Agreement

No.

Date:

GAIL (India) Limited
GAIL Bhawan,
AVA Road,
Rajahmundry- 533 103

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr.
(name and address) is/are authorised to represent us for signing of the
Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives
shall commit.

Yours faithfully

Signature

Name and Designation
for & on behalf of

BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should
be signed by a person competent and having the power of attorney (power of
attorney shall be annexed)to bind the bidder.

CHECK LIST FOR SUBMISSION OF BID.

Bidder is requested to fill this check list and ensure that all detail/documents have been furnished as called for in the bidding document along with duly filled in signed & stamped check list with each copy of Part-1 Techno-commercial unpriced bid) .

Please tick the box and ensure compliance.

1.0 EMD: Requisite amount is submitted in the form of DD/BG from any scheduled bank as mentioned in NIT in separate sealed envelope marked as 'EARNESET MONEY DEPSIOT'

Submitted in the form of _____. EMD Value Rs. _____
BG NO. _____ dataed: _____ valid upto _____
DD NO. _____ dated _____ drawn on _____

(incase of BG the validity should be six months from the date of submission of bid)

YES	NO
-----	----

2.0 VALIDITY OF BID: is upto four (4) months from the date of due date for opening Part-I Offers.

YES	NO
-----	----

3.0 Power of Attorney: in favour of person who has signed the offer in stamp paper of appropriate value

SUBMITTED	NOT SUBMITTED
-----------	---------------

4.0 Partnership deed Incase of partnership firm and Articles of Association incase of limited company.

SUBMITTED	NOT SUBMITTED
-----------	---------------

5.0 Exception and Deviation statement in the proforma enclosed;

SUBMITTED	NOT SUBMITTED
-----------	---------------

5.0 SUBMISSION OF SUPPORTING DOCUMENTS (DULY NOTARIZED BY NOTARY PUBLIC) FOR BIE EVALUATION CIRTERIA

6.0 i) Copy of work orders for experience criteria

SUBMITTED	NOT SUBMITTED
-----------	---------------

ii) Copy of Work completion certificate for experience criteria

SUBMITTED	NOT SUBMITTED
-----------	---------------

iii) Copy of audited balance sheet including Profit and Loss account of any of last three financial years from 1.4.2005

SUBMITTED	NOT SUBMITTED
-----------	---------------

iv) Submission of Format A & B duly filled with signature and seal along with copy of Audited Balance sheet and Profit and loss account for the year 2007-2008

SUBMITTED	NOT SUBMITTED
-----------	---------------

v) Submission of Agreed terms and conditions duly filled with signature and seal

SUBMITTED	NOT SUBMITTED
-----------	---------------

vi) Copy of Provident Fund Registration certificates & ESIC certificate duly notarized by notary public

SUBMITTED	NOT SUBMITTED
-----------	---------------

vii) Submission of Original Bid document/RFQ with Un-priced copy of Price bid (consisting Special Conditions of contract, General Conditions of contract, Drawings etc) duly signed with seal on all pages and documents.

SUBMITTED	NOT SUBMITTED
-----------	---------------