

**Tender No: 110290/WGI/GAIL GAS/30-R0**

**Dated – 12.01.2011**

<b>Sr. No.</b>	<b>Section / Clause No.</b>	<b>Tender Doc. Page No.</b>	<b>Clause Description</b>	<b>Added / Modified / Deleted</b>
1.	IFB 1.2.6	2 of 118	Last date and time for submission of bid	Extended up to "02.02.2011 at 14:00 Hrs" from "18.01.2011 at 14:00 Hrs"
2.	IFB 1.2.7	2 of 118	Date and time of opening of Un-priced Bids at WGI office, New Delhi	Extended up to "02.02.2011 at 14:30 Hrs" from "18.01.2011 at 14:30 Hrs"
3.	Vol I of II / Section I / IFB / 4.0	4 of 118	EMD / Bid Security	Revised Bid Security Amount is attached as <b>Annexure – 1</b>
4.	Vol I of II / Section I / Annexure – 1 to IFB	6 of 118	Bid Evaluation Criteria	Revised Bid Evaluation Criteria is Attached as <b>Annexure – 2</b>
5.			SOR	Revised SOR is attached
6.			Integrity Pact	Integrity pact is attached as <b>Annexure – 3</b>
7.	Vol I of II / Section I / IFB / 3.0	3 & 4 of 118	Scope of Supply	Revised Scope of Supply is placed at <b>Annexure – 4</b>
8.	Vol I of II / Section II / ITB / 40.4	22 of 118	Corrupt and Fraudulent Practice	This clause is Applicable for this tender
9.	Vol I of II / Attachment I / Forms and Format	78 & 79 of 118	Form 3 A and Form 3 B	These Forms are Applicable for this tender
10.	Vol. II of II Technical specification	Page 10 of 20 Technical specification	cl.6.3 All accessories will be orange. If agreed previously, they can also be coloured yellow or orange.	This Clause is modified as - All Fittings are in Black colour.

**Corrigendum-1 is to be treated as part of the original Tender document and while submitting your offer; Corrigendum-1 shall also be signed, stamped and submitted along with Tender Document.**



**CITY GAS DISTRIBUTION PROJECT  
TENDER FOR SUPPLY OF PE FITTINGS AND VALVES  
CORRIGENDUM – 1**



**Annexure – 1**

**EMD / BID SECURITY**

Item No	Bid Security	
	Indian Bidder in INR	Foreign Bidder in USD
1 - 27	1,92,500.00	4,200.00
28-31	36,600.00	800.00

In case the bidder quotes for all item , the Bid Security shall be on cumulative basis.

**BID EVALUATION CRITERIA**

**2.2.1 TECHNICAL CRITERIA**

- 2.2.1.1 The bidder should be a manufacturer/sole authorised supplier of PE Fittings and/or Valves.
- 2.2.1.2 The bidder should have manufactured, tested and supplied from proposed facilities of PE Fittings of the type as indicated in the Material Requisition, that are of equal or higher in terms of size and rating, in last five years reckoned from the bid due date.
- 2.2.1.3 In case the bidder is an Sole Authorised Supplier, the bidder has to submit authorization letter from Manufacturer to quote for their product along with declaration mentioning that entire responsibility of quality, warranty ,guarantee lies on the manufacturer. In such cases, the manufacturer shall meet the above criteria at 2.2.1.2.

**For Item sl no. 1- 27**

- 2.2.1.4 The bidder should have executed atleast one order of value not less than Rs 48.12 Lakhs / USD \$ 104610.00, in any of the last 5 years reckoned from the bid due date.

**For Item sl no. 28-31**

- 2.2.1.5 The bidder should have executed atleast one order of value not less than Rs 9.15 Lakhs/ USD \$ 19890.00, in any of the last 5 years reckoned from the bid due date.
- 2.2.1.6 In case the bidder quotes for all items, the requirement of Order value shall be on Cumulative basis.

**2.2.2 FINANCIAL**

- 2.2.2.1 The minimum annual turnover achieved by the Bidder as per their audited financial results during any one of the three preceding financial years i.e. 2007-08, 2008-09 and 2009-10 for Indian bidders or year ending December 2007,2008 and December 2009 (for foreign bidder),should be as below:

Item No	Minimum Annual Turnover	
	Indian Bidder in INR ( Lakhs)	Foreign Bidder in USD (Thousands)
1 - 27	48.12	104.61
28-31	9.15	19.89

- 2.2.2.2 Net worth of the Bidder should be positive as per the audited financial statement of financial year 2009-10 for Indian bidder or year ending December 2009 for foreign bidder.
- 2.2.2.3 The working capital of the Bidder as per the audited financial year 2009-10 for Indian bidder or year ending December 2009 for foreign bidder, should be as below:

Item No	Minimum Working Capital	
	Indian Bidder in INR	Foreign Bidder in USD
1 - 27	9,62,400.00	20922.00
28-31	1,83,002.00	3978.00

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crores / US\$ 21.73million, confirming the availability of the line of credit at least for working capital requirement as mentioned above.



- 2.2.3 In case Bidder quotes for all items the requirement of Annual Turnover and Working Capital shall be on cumulative basis.
- 2.2.4 Bidder may quote for one or more items and his offer will be considered based on qualification criteria. However, bidder must quote for full quantity against any individual item. Bidder quoting for partial quantities in an item shall not be considered for evaluation for that item

**2.3 DOCUMENTS REQUIRED**

Bidder shall meet the qualification criteria as stated above. Bidder shall furnish following documents along with the bid to justify meeting the stipulated qualification criteria.

- Copies of detailed Purchase Order furnishing technical data(size, rating)
- Inspection release note/ Dispatch clearance/End user certificate/ Paid Invoice certified by client, having cross reference of purchase order.
- Audited Annual Reports including Balance sheets and Profit and Loss Account statement for year 2007-08, 2008-09 & 2009-10 for Indian bidder and ending Dec 2007,2008 and 2009 for Foreign bidder.

In absence of requisite documents, GAIL GAS reserves the right to reject the bid without making any reference to the bidder. Owner reserves the right to get direct feedback from user on satisfactory performance.

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**Annexure – 3**

**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 may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, an cash the bank guarantee(s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.



**CITY GAS DISTRIBUTION PROJECT  
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CORRIGENDUM – 1**





**INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

- i) Dr. A.K. Kundra
- ii) Shri S.C. Tripathi
- iii) Shri U. Sundarajan

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 in GAIL or directly with the IEMs on the panel c/o Chief Vigilance Officer, GAIL ( India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

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**ANNEXURE-2**

**INTEGRITY PACT**

(To be executed on plain paper and applicable to all tenders of the value of Rs. one Crore and above)  
Between GAIL GAS 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 co-operates with the renowned International Non-Governmental Organization 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor 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) The Principal will exclude from the process all known prejudiced persons.

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:

- 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.

ii) The Bidder / Contractor undertake 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 undertake 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 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.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor 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 exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL GAS future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

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. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked – by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

**Section 4 - Forfeiture of EMD / Security Deposits**

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the

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termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 - Previous transgression**

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his 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.

**Section 6 - Equal treatment to all Bidders / Contractors / Subcontractors**

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

**Section 8 -Independent External Monitor / Monitors**

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

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 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 agreement 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 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.

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 GAS. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

**Section 9 - Pact Duration**

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

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

**Section 10 - Miscellaneous Provisions**

1. This agreement is subject to Indian Law. Place of performance and 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.

\_\_\_\_\_  
 (Name & Designation)  
 For the Principal

\_\_\_\_\_  
 (Name & Designation)  
 For the Bidder/Contractor



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CORRIGENDUM – 1**



Place: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 2: \_\_\_\_\_

**Scope of Supply**

<b>TRANSITION FITTINGS</b>			
1	TRANSITION FITTINGS– 125 mm X 4"	Nos	7
2	TRANSITION FITTINGS– 63 mm X 4"	Nos	5
<b>ELBOWS</b>			
3	180 mm 45 <sup>0</sup> ELBOWS	Nos	8
4	125 mm 45 <sup>0</sup> ELBOWS	Nos	11
5	63 mm 45 <sup>0</sup> ELBOWS	Nos	120
6	32 mm 90 <sup>0</sup> ELBOWS	Nos	220
<b>REDUCING TEES</b>			
7	180 mm x 125 mm REDUCING TEES	Nos	23
8	180 mm x 63 mm REDUCING TEES	Nos	40
9	125 mm x 63 mm REDUCING TEES	Nos	128
10	125 mm x 32 mm REDUCING TEES	Nos	85
11	63 mm x 32 mm REDUCING TEES	Nos	30
12	63 mm x 20 mm REDUCING TEES	Nos	360
<b>REDUCERS</b>			
13	180 mm x 63 mm REDUCERS	Nos	20
14	125 mm x 63 mm REDUCERS	Nos	50
15	63 mm x 32 mm REDUCERS	Nos	500
<b>TAPPING SADDLES</b>			
16	Tapping Saddles 125 x 63 mm	Nos	228
17	Tapping Saddles 63 x 32 mm	Nos	800
18	Tapping Saddles 32 x 20 mm	Nos	40000
<b>EQUAL TEES</b>			
19	63 mm EQUAL TEE	Nos	32
20	32 mm EQUAL TEE	Nos	2394
21	20 mm EQUAL TEE	Nos	2206
<b>COUPLER</b>			
22	125 mm COUPLER	Nos	825
23	63 mm COUPLER	Nos	660
<b>END CAP</b>			
24	END CAP – 180 mm	Nos	40
25	END CAP –125 mm	Nos	100
26	END CAP – 63 mm	Nos	200
27	END CAP – 32 mm	Nos	265

	<b>PE VALVES</b>		
28	180 mm OD POLYETHYLENE VALVES (EXTENDED STEM )	Nos	17
29	125mm OD POLYETHYLENE VALVES (EXTENDED STEM )	Nos	107
30	63 mm OD POLYETHYLENE VALVES (EXTENDED STEM )	Nos	137
31	32 mm OD POLYETHYLENE VALVES (EXTENDED STEM )	Nos	165