



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम - महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

गैस प्रोसेसिंग यूनिट, गंधार
ग्राम : रोजाटंकारीया, तालुका : आमोद
जिला : भरुच-392140(गुजरात)
(आई.एस.ओ. 9001,14001 एवं 18001 प्रमाणित ईकाई)
Gas Processing Unit, Gandhar
Vill. Rozatankaria, Tal. Amod,
Distt. Bharuch-392140 (Gujarat)
(An ISO 9001, 14001 And 18001 certified Unit)
फोन/PHONE : 02641-231001 to 30

LETTER OF ACCEPTANCE

To
OM SATYA SAI ENGINEERING SERVICES

Anishabad
New Alkapuri, 16/3 Gardanibagh,
Anishabad
Patna-800002
Bihar, India
Tele No : 06562241074

LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
Dated : 23.01.2023

RFQ No. & Date : 3300095720 Dt. 18.10.2022
Your offer/Qtn.No. : OSSES/GAIL
Qtn. Dt. : 05.11.2022
E Tender No. : NIL
Vendor Type : OTHERS (Non-MSE)
Vendor GSTN No : 10AADFO3494M1Z5

Kind Attn : Mr. Abhishek Rajan, Partner

Name of Work : Vermiculite based fire proofing for piping under mounded bullet & steel structures at GAIL (India) Limited, Gas Processing Unit, Gandhar

The detailed scope of work shall be as per Section-VI of tender documents.

Contractor shall deploy the required resources for carrying out jobs as per the tender conditions and as per instruction of EIC.

Contractors are required to meet all safety requirement of GAIL Gandhar.

Material specifications are provided in annexures I & II.

The entire work is to be carried out in Plant at GAIL (India) Limited, Gandhar (District Bharuch, Gujarat).

Price Basis:

ITEM 1 Vermiculite based fire proofing of two h INR 2,735,841.80

The total estimated contract value is INR 27,35,841.80 (Indian Rupees Twenty-Seven Lakhs Thirty-Five Thousand Eight Hundred Forty-One and Eighty paise only) including IGST @ 18%.

GST shall be payable at actual against documentary evidence at the time of execution of the contract as per provisions of tender document.

The actual contract value shall be subject to variation depending upon the actual quantities of work executed, measured and accepted for payment.

The contract rates shall remain firm and fixed till completion of contract and no adjustment/escalation in prices on any account shall be permissible.

The total estimated contract value mentioned above is subject to Price Reduction Schedule.

Handwritten signature and date: 23/01/2023



पंजीकृत कार्यालय :
गेल भवन, 16 भीकाजी कामा प्लेस
नई दिल्ली-110066, इंडिया

REGD. OFFICE :
GAIL BHAWAN, 16 BHIKAJI CAMA PLACE
NEW DELHI 110066, INDIA

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सीआईएन/CIN
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www.gailonline.com

Vendor Code: 101065230
OM SATYA SAI
ENGINEERING SERVICES

LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

Schedule of Rates:

Scope of Work (SOW), Schedule of Rates (SOR), Technical Specification and Special Conditions of Contract of tender document shall read with the description in Schedule of Rates (SOR) of this Letter of Acceptance (LOA).

Abnormally High Rated Items :

None

Duration of Contract/Completion Schedule :

The duration of contract is Four (04) months from the date of issue of this Letter of Acceptance dated 25.01.2023.

Performance Bank Guarantee:

Contractor shall submit CPS / Security Deposit within 30 days from the date of this LOA for an amount of INR 69,555/- (Indian Rupees Sixty-Nine Thousand Five Hundred Fifty-Five only) (i.e. @ 3% of contract value exclusive of GST) as per terms & conditions of tender document.

Validity of CPS / Security Deposit: 19 months (Contract Period = 4 months + Defect Liability Period (DLP) = 12 months + CPBG Claim Period = 3 months).

Contract Agreement:

Contractor shall furnish contract agreement on Non-judicial stamp paper of INR 300/- of Gujarat within 15 days of this Letter of Acceptance (LOA) as per Clause no. 37 of Instruction to Bidders (ITB) of tender document.

Payment Terms:

As per Clause No. 6 of Special Condition of Contract (SCC) at section # V of tender document.

Payments shall be made against 'RA Bills' [in standard 'pro forma'], submitted in 'quadruplicate' [i.e. four (04) hard copies] and 'one [01] soft copy', including all measurements [after 'joint measurements' with "EIC / GAIL's authorized representative(s)"]. The payments of 'Running Bills' shall be released only through 'e-banking' by "In-charge [F&A] # GAIL, Gandhar" normally within 'fifteen [15] days' of submission of Bills, and payments against 'Final Bill' will be made within '120 [one hundred and twenty] days' of submission of 'Final Bill', duly verified & certified by "EIC".

Payments will be made on the basis of 'joint measurements' taken by the Contractor and "EIC / GAIL's authorized representative(s)", and after necessary verification & certification by "EIC" through ANJANI PORTAL OF GAIL.

Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].

Paying Authority:

HOD (F&A),
GAIL(india) Limited,
Gas Processing Unit-Gandhar,
Village - Rozatankari, Taluka : Amod,
District - Bharuch - 392140.
Tel : 02641-231009.

GAIL Bank Account Details
State Bank of India (SBI),
G.N.F.C Complex Branch,
Chawaj, Dist. Bharuch. Branch code- 7449,
Account No - 32776829313,



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LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

IFSC/RTGS - SBIN0007449.

PAN Particulars:

GAIL (India) Ltd PAN No. AAACG1209J

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

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement".

GSTN Details :

Please note that our state/plant wise GSTN details as below for invoicing and other purpose.

LPG Unit - Gandhar (6040) 24AAACG1209J3Z0

Your Bank Details :

Please note that details of your bank account in our system are as under. You are requested to verify the same and intimate discrepancies, if any

Account No. - 7584002100000124
Bank Name - Punjab National Bank
IFSC Code - PUNB0758400

Price Reduction Schedule:

Price Reduction Schedule shall be applicable as per Clause no. 27 of General Condition of Contract [Rev.0] for Procurement of Works along with Clause no. 50 of Instruction to Bidders (ITB) of tender document along with other provisions of tender document.

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER'S defaults, the Total Contract price shall be reduced by 1/2 %, of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

CLAUSE NO. 50 OF INSTRUCTION TO BIDDERS (ITB) OF TENDER DOCUMENT PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

In such cases if 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 service provider after giving effect of the PRS clause with

Handwritten signature and date: 25/01/2023



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LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

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 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 service provider under this contract or under any other contract.

Defect Liability Period:

As per Clause No. 8 of Special Condition of Contract (SCC) at section # V of tender document.

The "Defect Liability Period [DLP]" for the work under the Contract shall be "twelve [12 months]" from the date of completion of work. Any defect or damage discovered / observed in the work done / material supplied by the Contractor within this period, due to poor-workmanship / material shall be rectified / replaced by the Contractor free-of-cost, or in case of default, GAIL may get the same rectified / replaced by other agency(s), at the risk & cost of contractor and expenses so incurred [by GAIL]including overhead@20% shall be deducted from the Contractor's Bills / Security Deposit for which the decision of "EIC" shall be final and binding on the Contractor.

Contract Document:

The following shall constitute the contract document.

1. Contract Agreement
2. Detailed SAP Letter of Acceptance (LOA)
3. Tender No. GAIL/GDR/LPG/C&P/CIVIL/W2K2227 (2022_GAIL_130241_1), Dt. 18.10.2022

FOI Reference/Regularization:

Nil.

Engineer-In-Charge:

Engineer-in-Charge (EIC)

Mr. L K Jatav, DGM (Maintenance)-Civil Department

E-mail id: lkjatav@gail.co.in

Mobile No. 9981648049

Please contact EIC for further instructions regarding execution of this contract.

Other Contractual Stipulations:

1. This Letter of Acceptance (LOA) issued as per tender provisions & based against Tender No. GAIL/GDR/LPG/C&P/ CIVIL/W2K2227 (NIC tender ID No. 2022_GAIL_130241_1) dated 18.10.2022, your offer No. OSSES/Gail/C0085/06 dated 05.11.2022 (E-Bid No. 485372) and all other subsequent correspondence for Vermiculite based fire proofing for piping under mounded bullet & steel structures at GAIL (India) Limited, Gas Processing Unit, Gandhar.
2. Location of Site: The entire services are to be carried out at GAIL (India) Limited, Gas Processing Unit, Gandhar. Village-Rozatankaria, Taluka-Amod, Dist. - Bharuch - 392140 (Gujarat).
3. Compliance to labour laws and other statutory regulations: Contractor shall comply with all applicable Labour Laws and other Statutory Regulation and contractor shall keep GAIL indemnified in this regard as per provisions of tender document.
4. All other terms & conditions shall be as per tender document no. GAIL/GDR/LPG/C&P/ CIVIL/W2K2227 (NIC tender ID No. 2022_GAIL_130241_1) dated 18.10.2022



Vendor Code: 101065230
OM SATYA SAI
ENGINEERING SERVICES

LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

Acknowledgement of Order:

Contractor shall submit copy of this Letter of Acceptance (LOA) duly signed & stamped on each page within 3 days as an acknowledgement of its receipt:

To,
In charge (C&P),
GAIL (India) Limited,
Gas Processing Unit, Gandhar,
Village-Rozatankaria,
Taluka-Amod,
Dist-Bharuch-392140 (Gujarat)

Detailed Desc./Drg./Sample etc:

As per terms & conditions of tender document, if applicable.

General Conditions of Contract:

General Condition of Contract [Rev.0] for Procurement of Works shall be applicable as per Section-IV of the tender document.

Special Conditions of Contract:

Special Conditions of Contract (SCC) shall be applicable as per Section-V of the tender document.

1.0 LOCATION OF SITE

Proposed work is to be executed at the following site: Gas processing Unit # Gandhar, GAIL (India) Limited, Village - Rozatankaria, Taluka - Amod, District - Bharuch, Pin Code - 392140, State - Gujarat, Country - India. The said site is 80 km from Vadodara & 37 km from Bharuch. Amod is the nearest Town.

2.0 CONTRACT VALUE

The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding ' GST' [and 'Cess' thereon], which shall be payable extra at actual by GAIL. 'Quantities' shown in the "SOR" are only 'indicative / tentative', and the same may be subjected to variations in both ways, as per stipulations made in "GCC". The Contractor shall not seek any revision in the 'quoted rates / prices' on account of any such variation(s) in 'quantities'.

3.0 SCHEDULE OF RATES [SOR]

3.1 The "Schedule of Rates [SOR]" shall be read in conjunction with "SCC", "GCC", "Scope of Work & Technical Specifications" and any other document forming a part of the Contract. 'Quantities' indicated in the "SOR" for various items are only 'indicative / tentative', and are subject to 'variations' on both ways, as per stipulations made in "GCC".

3.2 All items of work mentioned in "SOR" shall be carried out as per the technical specifications, scope of work, relevant codes and instructions of the "EIC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs w.r.t. materials, consumables, labor, supervision, tools & tackles, overheads, profits, various tests, inspections, as well as for preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

4.0 VALIDITY OF QUOTED RATES/PRICES

The 'quoted/accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible later.

5.0 SUPERVISION OF WORK

5.1 The Contractor will deploy #One [01] qualified & experienced supervisor having diploma in civil with one year experience#, during execution of job, who would be on the rolls of the Contractor / Contracting Firm, having sufficient 'experience for day-to-day supervision of work, as per specifications and instructions of "EIC". Execution of work will not be allowed without supervisor.

6.0 TERMS OF PAYMENT (in lieu of Clause NO.88 of GCC: Refer Terms of Payment of this LOA.

23/01/2023



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LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

7.0 CONTRACTOR#S SCOPE OF SUPPLY

All materials, man-power / personnel, equipments and consumables shall be in the 'scope of supply' of the Contractor, and the 'quoted rates / prices' shall be inclusive of all such necessary inputs required for completion of all jobs as per "Scope of Work & Technical Specifications" and "SOR".

8.0 DEFECT LIABILITY PERIOD [DLP]: (Refer "Defect Liability Period [DLP]" of this LOA.

9.0 IDENTITY CARDS

The Contractor shall arrange to make 'photo gate-passes', 'labor-permissions', 'vehicle-passes', etc. for all his personnel, labor, vehicles, etc. for working inside the Plant premises, at his own cost and as per the rules of GAIL.

10.0 LODGING, BOARDING & TRANSPORTATION OF CONTRACTOR'S PERSONNEL

The Contractor at his own cost shall provide lodging, boarding and transportation of the Contractor#s personnel during execution of the job under the Contract.

11.0 ENGINEER-IN-CHARGE [EIC]

11.1 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.

11.2 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

12.0 CONSTRUCTION WATER /POWER

GAIL will provide water & electricity free of cost for execution of work at available points and contractor shall arrange distribution arrangements at his own cost.

13.0 ADHERENCE TO SAFETY REGULATIONS

13.1 All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No Contractor's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

13.2 Contractor shall also ensure that all existing and amended Fire & Safety Rules / Policies of GAIL, Gandhar are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility and GAIL will be indemnified from all its consequences, whatsoever it may be.

13.3 GAIL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

13.4 GAIL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

14.0 CHANGE(S) IN QUANTITY(S) OF ITEM(S) DURING EXECUTION

The quantities of SOR items may go to any extent as per site requirement & If the 'quantities' of any item(s) change to any extent due to any reason whatsoever, the Contractor shall be bound to execute them at the rates quoted by him. GAIL also reserve the right to split the work in full or in part without assigning any reason thereof. The decision of "EIC" shall be final and binding on the Contractor in this regard. Clause No.60.2 of GCC shall not be applicable

25/01/2023



Gandhar,
Guj.
GAIL (India) Limited

Vendor Code: 101065230
OM SATYA SAI
ENGINEERING SERVICES

LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

Post Order Correspondence:

All post correspondence shall be address to:

(1) For GAIL (India) Limited,
Gas Processing Unit, Gandhar
Village: Rozatankaria, Taluka: Amod,
Dist: Bharuch-392140 (Gujarat).

Sh. L K Jatav, DGM (Maintenance)Civil
Mobile No. 9981648049
Fax:011-26185941 extn. 04549#
E-Mail: lkjatav@gail.co.in

(2) For M/s OM SATYA SAI ENGINEERING SERVICES (VC-101065230),
New Alkapuri, N/A (16/3),
Gardanibagh Anisabad,
Patna, Bihar - 800002.

Kind Attn. # Mr. Abhishek Rajan, Partner
Mobile No. 7718984403/8898486657/8092313594
E-mail: omsatya.sai@rediffmail.com/project.omsatyasai@gmail.com



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ENGINEERING SERVICES

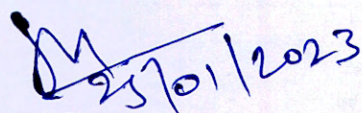
LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

Enclosures :

1. This Letter of Acceptance (LOA).
2. Tender document no GAIL/GDR/LPG/C&P/CIVIL/W2K2227 (2022_GAIL_130241_1), Dt. 18.10.2022

This order is being issued in triplicate. Two copies of the order duly signed, stamped and dated on each page, may be returned within 3 days from date of receipt of the order to the undersigned..

For & on behalf of
GAIL (India) Ltd.


(Authorized Signatory)

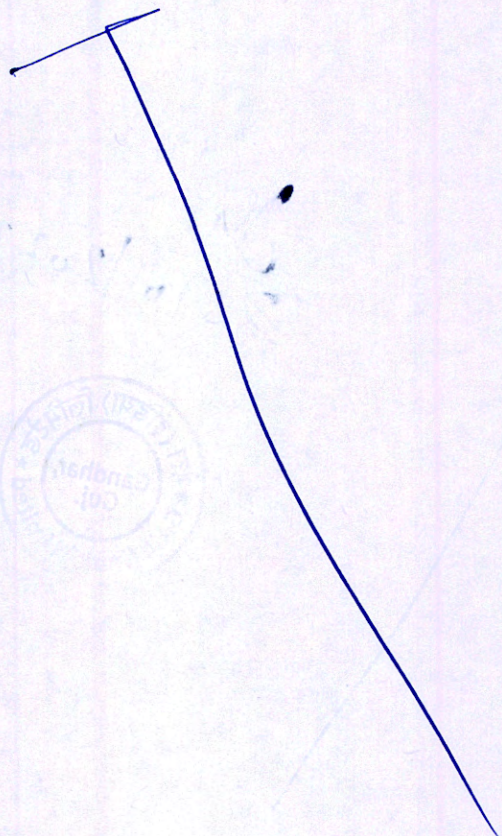


NAME :
DESIGNATION :

CONTRACTOR'S ACCEPTANCE:

PLACE :	SIGNATURE :
DATE :	NAME :
	DESIGNATION :
	SEAL :

NOTE: Each page of this order including its annexure should be signed and stamped by the contractor before returning to GAIL (India) Ltd..



Vendor Code: 101065230
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ENGINEERING SERVICES

LOA No. : GAIL/GA/W2K2227/5300038194/C&P/CIVIL/44
LOA Date : 23.01.2023

SCHEDULE OF RATES

Item : 1 - Vermiculite based fire proofing of two h
Plant : 6040 - LPG Unit - Gandhar- Gujarat (GJ)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
1.0	Providing and applying vermiculite cemen	500	M2	4,486.15	2,243,075.00	

Providing and applying vermiculite cementious (fendolite M2 or equivalent) coating as fire proofing material around structural steel members with minimum two hours fire rating for structural steel supports, vessel and equipment, etc. as per OISD STD-164 at GAIL Gandhar plant including dismantling and equipment, manpower, tools, tackles, and disposal of dismantled material at designated place etc as per directed by Engineer in charge.

2.0	Finishing walls with Acrylic Smooth exte	500	M2	150.87	75,435.00	
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Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)

Work Order Item 00001

Basic Item Value : INR 2,318,510.00

(RUPEE TWO MILLION THREE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TEN ONLY)

Item Specific Conditions :

Total Tax = 417,331.80

18 % IGST - Cenvatable-(IX)

Total item value including taxes & duties : INR 2,735,841.80

Total estimated contract value excluding all tax and duties : 2,318,510.00
(RUPEES TWENTY-THREE LAC EIGHTEEN THOUSAND FIVE HUNDRED TEN ONLY)

Total estimated contract value including all tax and duties : 2,735,841.80
(RUPEES TWENTY-SEVEN LAC THIRTY-FIVE THOUSAND EIGHT HUNDRED FORTY-ONE & PAISE EIGHTY ONLY)

*Service items marked YY under AHR column are AHR items. Any service item marked #Y or Y# confirmation is required from authorized dealing officer who shall be final authority regarding AHR declaration. However, service items marked #Y or Y# shall be treated as AHR unless confirmed Non-AHR by dealing officer.



Signature Not Verified

Digitally signed by Dinesh Kumar Bellani
Date: 2023.02.04 13:27:07 IST
Location: eProcurement System for Central PSUs