



गेल लिमिटेड (इंडिया)

भारत सरकार का उपक्रम—महारात्ना कंपनी

GAIL (India) Limited

(A Government of India Undertaking— A Maharatna Company)

जुबली टावर,
बी 35-36, सेक्टर -1,
नोएडा -201 301, (उ.प्र.) इंडिया

JUBILEE TOWER,
B-35,36 SECOTR -1
NOIDA -201 301 (U.P.) INDIA

फोन/PHONE: +91-120-2446400, 4862400

फैक्स/FAX: +91-11 26185941

LETTER OF ACCEPTANCE(CONTRACT)

To,

DELOITTE TOUCHE TOHMATSU INDIA LLP

LOA/WO No.: GAIL/NOID/23020/4000007219/C&P/R&D

Dated :14.02.2024

7TH FLOOR, BUILDING 10,TOWER B
DLF CYBER CITY COMPLEX
DLF CITY PHASE II,
GURGAON-122002
Haryana ,India
Tele No : 0124-6792000
Fax no.: 0124-6792012
Email : sanjaysah@deloitte.com

RFQ No. & Date: 3300099042 Dt. 29.01.2024

Your offer/Qtn.No.: NIL

Qtn. Dt. : 30.11.2023

E-Tender No : 172347

Vendor Type : OTHERS

Kind Attn :Mr/Ms Sandeep Negi

Dear Sir/Madam,

With reference to your Offer against our RFQ and all subsequent correspondences (if any) till date and in continuation of our Fax/Letter of Intent (if any) we are pleased to award the subject works highlighting the following salient features:

CONTRACT VALUE : The estimated contract value under this contract works out to INR 9,817,600.00

Please refer enclosed document for other Contract value related conditions.

SUBJECT :

Empanelment of Consultants to Provide Consultancy Services at Various Stages of GAIL Start-UP Activities for Two(02) Years.

RELEASE ORDER TEXT:

The release order shall be issued post empanelment against specific Scope of Work as per tender. Refer Clause D (Post empanelment activities) of Section II.

SCHEDULE OF RATES (SOR) :

As per attached tender

AHR DETAILS :

Nil

SOPE OF WORKS/SERVICE :

As per provision of tender document no. GAIL/NOIDA/CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1).

PRICE BASIS :

The total estimated contract value for this empanelment contract is Rs. 98,17,600/- (Rupees Ninty Eight Lakh Seventeen Thousand and Six Hundred Only) Including GST@18% and Rs. 83,20,000/- is exclusive of GST.

पंजीकृत कार्यालय:

गेल भवन 16, भीकाएजी कामा प्लेस
नई दिल्ली, 110066-इंडिया

REGD. OFFICE:

GAIL BHAWAN, 16, BHIKAIJI CAMA PLACE
NEW DELHI-110 066 INDIA

1 of 6

सीआईएन/CIN

L40200DL1984GOI018976

www.gailonline.com

The prices for Man Hour (MAH) in this contract shall be firm & fixed during contract period. In case of any escalation of GST/ Govt. applied taxes & duties during contract the same shall be treated accordingly as per subject of produced document evidences.

This agreement is issued for empanelment of bidder for two (02) years.

CONTRACT PERIOD/COMPLETION SCHEDULE :

The contract period is Two (02) Years which shall reckoned from 12.02.2024 and valid upto 11.02.2026.

Job wise exact time period for submission of the interim/draft report & final report shall be communicated with each assignment separately.

However, bidders can expect a time period of around 3 weeks from zero date (i.e. date of issue of job-specific assignment letter) for submission of interim/draft report.

Based on the comments given by GAIL on the draft report, bidders can expect a time period of around 2 weeks from the date of comments given by GAIL to submit a final report.

The contract period can be extended for a period of six months at the same Rate, Same terms and conditions.

For details refer clause no. 7 of SCC of tender document.

PERFORMANCE BANK GUARANTEE :

Not Applicable

CONTRACT AGREEMENT:

Contractor shall execute a contract agreement as per proforma of the tender document on a non-judicial stamp paper for Rs.100/-, within 15 days of receipt of FOA in conformity to terms & conditions specified in the tender document.

The format of Contract Agreement is given in tender document. GAIL shall not accept any deviation against format of contract agreement.

The contract agreement shall be submitted to Sr. Manager(C&P), Jubilee Tower, GAIL Noida.

TERMS OF PAYMENT :

The stage of payment shall be as:

After delivery of Draft Report: 60% of (no. of man-hours utilized for preparing draft report applicable blended man-hour rate).

Upon submission of the draft report.

After Submission of Final Report: 40% of (no. of man-hours utilized for preparing draft report *applicable blended man-hour rate) + 100% of (no. of man-hours utilized for preparing the final report after submission of draft report * applicable blended man-hour rate).

Upon submission and acceptance of the final report by GAIL

The payment shall be released through Sarathi portal.

For detail refer SCC.

PAYING AUTHORITY:

The payment shall be released through VIM Sarathi portal.

Suppliers/ Contractors/Service Providers/ Consultant is required to upload digital invoice on 'Sparsh' portal. The system optimizes and simplifies the process of receiving, managing, monitoring and forwarding invoices for payment process. The link of 'Sparsh' portal is as under:

<https://sparsh.gail.co.in/flipper/#/login>

The 'Help Manual' hyperlink to access the detailed User Manual, Demo Videos, FAQ's and other relevant information is available on 'Sparsh' portal.

In case of any issue regarding login on sparsh portal please email to vimhd@gail.co.in or call on 0120-4446060. Our helpdesk support team will help you in onboarding.

Only digital invoice is to be uploaded on 'Sparsh' portal and all other supporting documents along with copy of invoice are to submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA).

2. The Contractor is required to mention detail Purchase Order (PO)/ Letter of Acceptance (LOA) on the face of invoice.

3. Contractor to submit digitally signed & PDF invoice only. Invoice should be system generated and no handwritten invoice shall be eligible for OCR conversion.

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".

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

30290200000360

409000032439

GAIL is in the process of implementing Vendor Invoice Management System for processing of invoices w.e.f. 01.04.2023. The solution is being configured to handle both physical invoices as well as digitally signed invoices. This system is expected to highly optimize the invoice management at GAIL and expedite their processing in future. The detailed methodology for submission of invoices shall be informed separately.

#

As a pre-requisite to the system, it is important to mention the details of Purchase Order/ Letter of Acceptance number on the face of invoice. Accordingly you are requested to ensure Purchase Order/ Letter of Acceptance number is clearly mentioned on the Invoice. Further Invoices is system generated and no handwritten invoices shall be eligible for OCR conversion on VIM portal.

PRICE REDUCTION SCHEDULE :

Not Applicable

DEFECT LIABILITY PERIOD :

Not Applicable

CONTRACT DOCUMENT :

Apart from this detailed order, following are integral part of Contract Document:

1. FOA NO. GAIL/NOIDA/CNP/RND/23020 dated 12.02.2024
2. Tender document no GAIL/NOIDA/CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1
3. Contract Agreement

FOA REF/REGULARIZATION :

This LOA is being issued in continuation of FOA no. GAIL/NOIDA/CNP/RND/23020 dated 12.02.2024.

ENGINEER-IN-CHARGE :

Sh. Arvind Kumar Singh, GM(RND)
GAIL (India) Ltd.
Jubilee Tower
B-35-35, Sector-1
Noida -01
(m) 9720006471
e-mail id: a.singh@gail.co.in

OTHER CONTRACTUAL STIPULATIONS :

1. As per provision of tender document no GAIL/NOIDA/ CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1).
2. Post Empanelment Activities:

The following clause of tender (Section-II, clause D)is reproduced here for better implementation:

i) Once GAIL decides to pursue a specific assignment, the Scope of work (SOW) shall be modified and fine-tuned based on the requirement. GAIL will issue enquiry through NIC portal to empaneled vendors, along with details of specific assignment out of broad Scope of work, timeline for completion of job as per Special Conditions of Contract & terms for specific assignment. All the empaneled consultants will be required to quote blended man-hours at the previously discovered L-1 man-hour rate through the NIC portal.

ii) The empaneled consultants will quote the blended man-hours required to execute the said specific job within 10 days from the date of intimation/Request for quotation (RFQ) in GAIL's format, as given in tender.

Draft Schedule of Rates (SOR) (for taking Blended Man-hours required from empaneled consultants to provide consultancy and guidance on various assignments allocated by GAIL, out of scope of work at various stages on GAIL start-up activities for two years) shall be as per tender document wherein the bidder shall be required to quote blended manpower in MAH and the total amount shall be calculated by multiplying with fixed man-hour rate as per this agreement.

iii) The Consultant shall submit breakup of blended man-hours required for preparing the draft report and final report as above. The final total award value shall be derived as per formula mentioned in SOR above. The consultant with the the lowest award value as derived from above SOR shall be awarded the job by GAIL. In case of a tie, the bidder having the higher/highest Technical Score (Quality) shall be considered for award. If the tie still persists then the bidder having a lower price bid at the empanelment phase shall be considered for award.

iv) In case the empaneled consultant is not in a position to submit its bid due to a conflict of interest, the same has to be informed to GAIL immediately with the requisite information.

v) At the time of award of the job, the CEO/Country Head or equivalent, of the consultancy firm may certify that the credentials of the team deployed for performing the job are of the same or equivalent credentials of the team considered during empanelment.

vi) The numbers of blended man hours mentioned in SOR are indicative only. Based on the post empanelment methodology stated above, actual blended man hours shall be executed.

vii) If the situation so arises, that the same bidder is emerging L-1 in the post empanelment exercise (i.e. to get the firm

order) in successive enquiries and the entitled blended Man-Hours as allotted to that bidder (as per clause VI above) are exhausted then the additional blended Man-Hours allotted to other empanelled bidders shall be allotted to L-1 bidder.

viii) Purchase Preference to Micro & Small Enterprises (as per PPP-MSE policy) and Make-In-India policy shall be given at the time of deciding the final orders post empanelment.

ix) The limited tendering will be done through NIC portal amongst the 06 (or actual nos.) empaneled consultants but covering page of RFQ shall be hosted on Gail Tender for information with the clause:

#This tender is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the empaneled consultants . Unsolicited offers are liable to be ignored.”

EXTENDED STAY COMPENSATION :

Not Applicable

GENERAL CONDITIONS OF CONTRACT :

As per provision of tender document no GAIL/NOIDA/CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1).

SPECIAL CONDITIONS OF CONTRACT :

As per provision of tender document no GAIL/NOIDA/CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1).

POST AWARD CORRESPONDANCE :

For post order correspondence regarding the contract, please contact to EIC.

ENCLOSURES :

1. FOA NO. GAIL/NOIDA/CNP/RND/23020 dated 12.02.2024
2. Tender document no GAIL/NOIDA/CNP/RND/23020 (E-Tender No. 2023_GAIL_172347_1
3. Contract Agreement Format

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:

**ASHISH
GOEL**

Digitally signed by ASHISH GOEL
DN: c=IN, o=GAIL India Limited,
ou=Contracts & Procurement,
2.5.4.20=51174c4fd9e2143d2c93668120
e=9262e50a69f884ead17277574cd9a4
91ca, postalCode=201301, st=Uttar
Pradesh,
serialNumber=bc3e63f5fcbef46738b7bc
a709ecce15ba8f852f62d64724476df44e
6e7b00, cn=ASHISH GOEL
Date: 2024.02.16 18:02:16 +05'30'

SELLER' ACCEPTANCE:

PLACE:
DATE :

SIGNATURE :
NAME :
DESIGNATION:
SEAL

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

SCHEDULE OF RATES

Plant : 1015 -

Sr.No.	Description	Qty.	UOM	Rate	Amount	AHR
ITEM 00001	EMPANELMENT OF CONSULTANTS					
10	EMPANELMENT OF CONSULTANTS	1,600	MAH	5,200.00	8,320,000.00	
	Note-1: The evaluation of the Tender shall be carried out on the basis of total cost for 3200 nos of blended Man Hour (MAH). However, the payment shall be based upon the actual nos of blended MAH referred during the period of 2 years. Note-2: Post empanelment, once GAIL decides to pursue a specific assignment, the Scope for work (SoW) of the specific assignment shall be circulated among the empaneled consultants. The C&P will seek quoted blender man-hours from all the empaneled consultants at the previously discovered L-1 man-hours rate through the NIC portal or any suitable mode of communication. The empaneled consultants will quote the blended man-hours required to execute the said specific job within 10 days from the date of intimation/request for quotation (RFQ). The Consultant shall submit breakup of blended man-hours required for preparing the draft report and final report. The consultant quoting the lowest number of total blended man-hours (man-hours for draft + final report) shall be awarded the job by GAIL C&P.					

Work Order Item 00001 Basic Item Value : INR 8,320,000.00
(RUPEES EIGHTY-THREE LAC TWENTY THOUSAND ONLY):
18 % IGST - Cenvatable
Total item value after taxes & duties : INR 9,817,600.00

Total Work Order value including duties & taxes: INR 9,817,600.00
(RUPEES NINETY-EIGHT LAC SEVENTEEN THOUSAND SIX HUNDRED ONLY)

Total Contract value (INR) : 9,817,600.00

However, the payment shall be released as per the actual quantity executed and as per the terms and conditions prevailing at sites against the purchase orders released during the validity of this contract.



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम - महारत्न कंपनी)

GAIL (India) Limited

(A Govt. of India Undertaking - A Maharatna Company)

गेल जुबली टॉवर,
बी - 35 एवं 36, सेक्टर - 1, नौएडा - 201301
जिला गौतम बुद्ध नगर (यू.पी.), इंडिया

GAIL JUBILEE TOWER,
B - 35 & 36, SECTOR - 1, NOIDA - 201301
DISTT GAUTAM BUDH NAGAR (UP), INDIA

फोन/PHONE : +91-120-2446400, 4862400
फैक्स/FAX : +91-011-26185941

FAX OF ACCEPTANCE

FOA No. : GAIL/NOIDA/C&P/R&D/23020

DATED : 12.02.2024

TO : M/s. DELOITTE TOUCHE TOHMATSU INDIA LLP, GURGAON
PH : +91 9810853754/9716720751/ 9730438187
EMAIL : snegi@deloitte.com;pbhawvani@deloitte.com; ckochhar@deloitte.com
ATTN. : SH. SANDEEP NEGI
FROM : ASHISH GOEL, SR. MANAGER (C&P), GAIL, CHHAINSA

PLEASE REFER TO YOUR QUOTATION AND ALL SUBSEQUENT CORRESPONDANCE, AGAINST OUR RFQ NO. GAIL/NOIDA/C&P/R&D/23020 & NIC TENDER ID: 2023_GAIL_172347_1 FOR "EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY SERVICES AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES FOR TWO YEARS"(.)

WE HEREBY ISSUE FAX OF ACCEPTANCE FOR "EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY SERVICES AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES FOR TWO YEARS" AT GAIL, NOIDA AT TOTAL ORDER VALUE IS INR 98,17,600.00/- (RUPEES NINETY EIGHT LACS SEVENTEEN THOUSAND SIX HUNDRED ONLY) INCLUSIVE OF GST@18% FOR 1600 MAN-HOURS (.)

THE CONTRACT PERIOD SHALL BE OF 2 (TWO) YEARS.

HOD (R&D & START-UP) OR A PERSON AUTHORISED BY HIM SHALL BE THE ENGINEER-IN-CHARGE FOR THIS JOB (.) YOU ARE REQUESTED TO CONTACT HIM FOR FURTHER INSTRUCTIONS (.)

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER RFQ DOCUMENT (.)

A DETAILED LETTER OF AWARD SHALL FOLLOW (.)

REGARDS (.)

(ASHISH GOEL)
SR. MANAGER (C&P)
E-MAIL: ashish.goel@gail.co.in

पंजीकृत कार्यालय :
गेल भवन, 16 भीकाएजी कामा प्लेस
नई दिल्ली-110066, इंडिया
REGD. OFFICE :
GAIL BHAWAN, 16 BHIKAJI CAMA PLACE
NEW DELHI-110066, INDIA

सीआईएन/CIN
L40200DL1984GOI018976
Website : www.gailonline.com

PROFORMA OF CONTRACT AGREEMENT

LOA No. GAIL /

dated -----

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

WHEREAS

A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression “Contract” wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

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

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

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

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

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

Signed and Delivered for and on

Signed and Delivered for and

on behalf of Employer.
GAIL (India) Limited

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

on behalf of the Service Provider
Name of the Service Provider

Date : _____

Place: _____

1. _____

2. _____

 Government eProcurement System	Government eProcurement System	
	Tender Details	
		Date : 31-Oct-2023 12:49 PM

 Print
Basic Details

Organisation Chain	GAIL (India) Limited GAIL India Limited- Noida		
Tender Reference Number	GAIL/NOIDA/CandP/RandD/23020		
Tender ID	2023_GAIL_172347_1	Withdrawal Allowed	Yes
Tender Type	Limited	Form of contract	Empanelment
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	TENDER DOCUMENT
		.pdf	INTEGRITY PACT
		.xls	CBA
2	Finance	.xls	SOR

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)
Work /Item(s)

Title	EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL, OUT OF SCOPE OF WORK AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES FOR TWO YEARS				
Work Description	EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL OUT OF SCOPE OF WORK AT VARIOUS STAGES OF GAIL START UP ACTIVITIES FOR TWO YEARS				
Pre Qualification Details	EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL OUT OF SCOPE OF WORK AT VARIOUS STAGES OF GAIL START UP ACTIVITIES FOR TWO YEARS				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1,92,57,600	Product Category	Consultancy	Sub category	NA
Contract Type	Empanelment	Bid Validity(Days)	90	Period Of Work (Days)	730
Location	NOIDA	Pincode	201301	Pre Bid Meeting Place	MICROSOFT TEAMS/NOIDA

 Pre Bid Meeting Address	MICROSOFT TEAMS AND GAIL NOIDA	Pre Bid Meeting Date	07-Nov-2023 11:00 AM	Bid Opening Place	NOIDA
Should Allow NDA Tender	No	Allow Preferential Bidder	Yes		

Preferential Bidder Category

S.No	Preference Category	Tolerance Percentage
1.	Make in India	20.00
2.	MSME	15.00

Critical Dates

Publish Date	31-Oct-2023 02:00 PM	Bid Opening Date	01-Dec-2023 02:00 PM
Document Download / Sale Start Date	31-Oct-2023 02:00 PM	Document Download / Sale End Date	30-Nov-2023 02:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	09-Nov-2023 02:00 PM	Bid Submission End Date	30-Nov-2023 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	254.50	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	TENDER.pdf	TENDER	2532.35
	2	Other Document	INTEGRITYPACT.pdf	INTEGRITY PACT (GAIL SIGNED)	416.62
	3	Other Document	CBA.pdf	CBA	121.46
	4	BOQ	BOQ_188791.xls	SOR	344.00

Limited Bidders List

S.No.	Bidder Name	Bidder Login Id
1.	Accenture Solutions Pvt. Ltd.	amit.khurma@accenture.com
2.	Bain & Company India Private Limited	sachin.kotak@bain.com
3.	Deloitte Touche Tohmatsu India LLP	snegi@deloitte.com
4.	Ernst & Young LLP	gaurav.moda@in.ey.com
5.	KPMG Advisory Services Private Limited	manasm@kpmg.com
6.	McKinsey & Company India LLP	vivek_aggarwal@mckinsey.com
7.	PricewaterhouseCoopers Private Limited	chirag.y.gupta@pwc.com
8.	The Boston Consulting Group (India) Private Limited	lahoti.vishal@bcg.com

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	1	4
2.	1	4

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	vkhatt@gail.co.in	VINOD KUMAR BHAT	VINOD KUMAR BHAT
2.	ashish.goel@gail.co.in	ASHISH GOEL	ASHISH GOEL
3.	pcpani@gail.co.in	PURNA CHANDRA PANI	Purna Chandra Pani

4	md.arif@gmail.co.in	Mohd Arif Sayeed	Mohd Arif Sayeed
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COMARPTS Details	
COMARPTS ID	SGQJHT8DYSDG
Description	empanelment of consultants
Report Initiated On	31-Oct-2023
Valid Until	30-Nov-2023

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	No
Show Finance bid status	No	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking			
S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	TIA UNDERTAKING GEM	Agree	
2	PPP-MII Order 2017	Agree	
3	MSEs Order 2012	Agree	

Tender Inviting Authority	
Name	ASHISH GOEL
Address	17TH FLOOR, JUBILEE TOWER B-35-36,SECTOR-1 NOIDA-201301

Tender Creator Details	
Created By	ASHISH GOEL
Designation	SENIOR MANAGER (C AND P)
Created Date	27-Oct-2023 05:12 PM



TENDER DOCUMENT FOR

**EMPANELMENT OF CONSULTANTS TO PROVIDE
CONSULTANCY AND GUIDANCE ON VARIOUS
ASSIGNMENTS ALLOCATED BY GAIL, OUT OF SCOPE
OF WORK AT VARIOUS STAGES OF GAIL START-UP
ACTIVITIES FOR TWO YEARS**

**TENDER REF. NO. GAIL/NOIDA/C&P/R&D/23020
E-TENDER NO: 2023_GAIL_172347**

LIMITED DOMESTIC COMPETITIVE BIDDING

This tender is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected consultants from latest Vault Guide (Best 10 firms for management for empanelment). Unsolicited offers are liable to be ignored

Contact Person:

- Mr. Ashish Goel, Sr. Manager (C&P)
Ph.: 0120-2446400 (Extn. 11722), Email: ashish.goel@gail.co.in
- Mr. Adesh Singhal, GM(C&P)
Ph.: 0120-2446400 (Extn. 11727), Email: adesh.singhal@gail.co.in

GAIL India Limited

Jubilee Tower, B-35 & 36, Sector-1,
Noida-201301 (UP)-INDIA
Ph.+91 (0) 120-2446400, 4862400



SECTION-I

“INVITATION FOR BID (IFB)”

ON LIMITED DOMESTIC COMPETITIVE BASIS

Ref No: GAIL/NOIDA/C&P/R&D/23020

Date: 31.10.2023

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL, OUT OF SCOPE OF WORK AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES FOR TWO YEARS

Dear Sir/Madam,

1.0 GAIL (India) Limited, B-35 &36, Sector-1, Noida, UP-201301 [having registered office at 16, Bhikaiji Cama Place, New Delhi 110066, CIN No. L40200DL1984GOI018976], the largest state-owned natural gas processing and distribution company and a Maharatna, invites bids under single stage from eligible bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF JOB / BRIEF SCOPE OF SERVICE/WORK	EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL, OUT OF SCOPE OF WORK AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES FOR TWO YEARS				
(B)	TENDER NO. & DATE	GAIL/NOIDA/C&P/R&D/23020 dated 31.10.2023				
(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> [Consultant will be selected under Least Cost Selection method as described in this Tender Document.]	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 TENDER</td><td></td></tr></table> E-TENDER NO: 2023_GAIL_172347	E-TENDER	✓	MANUAL TENDER	
E-TENDER	✓					
MANUAL TENDER						
(E)	COMPLETION/CONTRACT PERIOD	i) The contract period shall be two years from the date of the Letter of Award (LOA).				



		ii) Job wise exact time period for submission of the interim/draft report & final report shall be communicated with each assignment separately. However, bidders can expect a time period of around 3 weeks from zero date (i.e. date of issue of job-specific assignment letter) for submission of interim/draft report. Based on the comments given by GAIL on the draft report, bidders can expect a time period of around 2 weeks from the date of comments given by GAIL to submit a final report. (iii) The contract period can be extended for a period of 06 months at the same Rate, Same terms and conditions.				
(F)	PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY	Not applicable				
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 31.10.2023 (1400 Hrs, IST) to 30.11.2023 (1400 Hrs, IST): (i) GAIL’s Tender Website – www.gailtenders.in (for information only) (ii) Govt. CPP Port-I - https://eprocure.gov.in (Limited tendering only) (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app				
(H)	BID EVALUATION CRITERIA (BEC)	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>✓</td></tr></table>	APPLICABLE		NOT APPLICABLE	✓
APPLICABLE						
NOT APPLICABLE	✓					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 07.11.2023 Time : 1100 Hrs Venue : Virtual Meeting using following MS-Teams link: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 421 680 331 230 Passcode: zUbGyG Download Teams Join on the web				



		Learn More Meeting options								
(J)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 30.11.2023 Time : 1400 Hrs								
(K)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 01.12.2023 Time : 1400 Hrs								
(L)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Ashish Goel Designation: SM (C&P) Phone No. & Extn : 0120-4862400 Extn.11722 Direct No.: 0120-2446400 e-mail : ashish.goel@gail.co.in								
(L1)	EARNEST MONEY DEPOSIT / BID SECURITY & CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	i) Earnest Money Deposit / Bid Security : <table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>✓</td></tr></table> However, bidder to comply Clause no. L1. ii) Contract Performance Security / Security Deposit: <table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>✓</td></tr></table>	APPLICABLE		NOT APPLICABLE	✓	APPLICABLE		NOT APPLICABLE	✓
APPLICABLE										
NOT APPLICABLE	✓									
APPLICABLE										
NOT APPLICABLE	✓									
(M)	DECLARATION FOR BID SECURITY	Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form- F-2								
(N)	DEALING GAIL'S OFFICE ADDRESS	GAIL (India) Limited Jubilee Tower, B-35 & 36, Sector-1, Noida-201301 (UP)-INDIA								

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) 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 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app>. Further, the following documents in addition to uploading the bid on e-tender 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 e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-IV to Section-III]:-
- Declaration for Bid Security
 - Power of Attorney
 - Integrity Pact



- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Bid(s) received from bidders to whom tender information has been issued , shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- Bidder should submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 The Tender Document calls for offers on single point “Sole Bidder” responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 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. In case of manual tendering, Clarification(s)/Corrigendum(s) if any shall be sent to the prospective bidder(s) by email/post.
- 9.0 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 through e-mail, within 7 days from date of receipt of tender information.
- 10.0 Not applicable

This is not an Order.

For & on behalf of
GAIL (India) Limited
(Authorized Signatory)

Name : Ashish Goel
Designation : SM (C&P)
E-mail ID : ashish.goel@gail.co.in
Phone No. & Extn : 0120-4862400 Extn.11722



DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. :

Description :

Due Date& Time :

From: **To:**

.....	
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(To be pasted on the envelope containing Physical documents)

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SECTION-II

EVALUATION METHODOLOGY

SECTION-II

EVALUATION METHODOLOGY

A. BID EVALUATION CRITERIA:

NOT APPLICABLE

B. Methodology for Evaluation and Award shall also include price evaluation based on Least Cost Selection methodology.

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, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation [Presently not applicable].

Experience of bidder acquired as a sub-consultant can be accepted against submission of certificate from end user by such bidder along with other specified documents.

C. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue

of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer

of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

9. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
11. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

[Note: Procurement of raw material, components, etc. does not constitute sub- contracting]



D. EVALUATION METHODOLOGY:

Methodology for Evaluation and Award will be based on overall lowest evaluated price (L-1) basis.

- a) The price bids of techno-commercially acceptable bidders who have scored minimum 75% against technical (quality) / BQAS parameters as attached shall be opened and shall be finalized on Least Cost Selection basis wherein initially bidder has to quote man hour rate for the purpose of empanelment. Since Input tax credit on GST is applicable, the same shall be considered to arrive at L1 bidder. However any cess on GST shall be applicable.

The technical evaluation of the proposal shall be done by a committee of GAIL officials who will give technical score to ascertain whether a bidder is getting minimum technical score (75%) as above.

- b) Maximum of 06 no. consultants and minimum 02 Nos. are to be empaneled. In case of tie at any Rank, the inter-se rank(s) among such bidders will be then reworked and the bidder(s) having higher technical score will be assigned superior rank(s). In case tie still persists, the bidder having higher turnover as per last audited financial statements will be assigned superior rank(s). Under any circumstances, the maximum number of empaneled Consultants shall be limited to 06.
- c) Post empanelment, against specific assignment, empaneled consultants shall be required to submit the numbers of blended man hours to execute the assignment, through NIC (limited tendering). Any change in terms and/or price already agreed during the empanelment will lead to rejection of such bidder and only bidders who quote as per agreed terms during empanelment will be considered.
- d) The consultant quoting the lowest number of total blended man-hours (thus resulting in lowest quoted price as per Schedule of rates) at already agreed terms shall be awarded the job by GAIL. In case of a tie, the bidder having higher/highest Technical Score (Quality) shall be considered for award. If the tie still persists then the bidder having lower price bid at the empanelment phase shall be considered for award.

Details of the methodology for selection of consultant :-

The following methodology will be adopted for selection of 06 consultants, for the purpose of empanelment:-

- I. The bids shall be technically evaluated based on (BQAS) Bid Quality Assessment Schedule provided at clause F below.
- II. On evaluation of the bids, the price bids of techno-commercially acceptable bidders who have scored a minimum 75% against technical (quality) / Bidders Quality Assessment Schedule (BQAS), parameters shall be opened. The evaluation shall be done on the lowest (L-1) basis based on overall lowest quoted “man-hour rate” excluding GST.



- III. Post deriving L-1 rate, the bidders (L2, L3, L4, L5, L6 and so on, in sequence) shall be asked to match the price of L-1 bidder subject to the provision stipulated at IV below and whosoever matches the L-1 price shall be considered for empanelment. Maximum 06 Nos. Consultants including L-1 & bidders who match the L-1 rate shall be engaged for 02 years.
- IV. The concurrent application of Policy to provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be applicable as per latest guidelines on the subject. The benefit to MSE Bidders shall be applicable as per the provisions of PPP-2012.
- V. In case of a tie at any Rank, the inter-se rank(s) among (between) such bidders will be then reworked and the bidder(s) having a higher technical score will be assigned a superior rank(s). In case tie still persists, the bidder having a higher turnover as per last audited financial statements will be assigned a superior rank(s). Under any circumstances, the maximum number of empanelled Consultants shall be limited to 06 Nos. In case the requirement of audited financial statements arises, same shall be sought post price bid opening.
- VI. The empanelment of consultants will be done for total 3200 blended Man-Hours (MAH). Based on the outcome of the tendering process, minimum 02 and maximum 06 Nos. consultants will be empanelled and man-hours will be divided equally amongst the empanelled bidders.

POST EMPANELMENT ACTIVITIES:

- VII. Once GAIL decides to pursue a specific assignment, the Scope of work (SOW) shall be modified and fine-tuned based on the requirement. GAIL will issue enquiry through NIC portal to empaneled vendors, along with details of specific assignment out of broad Scope of work, timeline for completion of job as per Special Conditions of Contract & terms for specific assignment. All the empanelled consultants will be required to quote blended man-hours at the previously discovered L-1 man-hour rate through the NIC portal.
- VIII. The empanelled consultants will quote the blended man-hours required to execute the said specific job within 10 days from the date of intimation/Request for quotation (RFQ) in GAIL's format, as below:-

Draft Schedule of Rates (SOR) (for taking Blended Man-hours required from empaneled consultants to provide consultancy and guidance on various assignments allocated by GAIL, out of scope of work at various stages on GAIL start-up activities for two years) is as below:-



S. No.	Particular of Specific Assignment	Report Type	Previously agreed L-1 Man-hour rate (fixed and not to be quoted)	Blended Manpower required in (Man-hours)	Total amount in INR
			(A)	(B)	=(A)*(B)
1	due diligence of XYX Start-Up	Draft Report	Fixed amount in INR		
		Final Report	Fixed amount in INR		
		Total (Blended Man-Hours)	Fixed amount in INR		

- IX. The Consultant shall submit breakup of blended man-hours required for preparing the draft report and final report as above. The final total award value shall be derived as per formula mentioned in SOR above. The consultant with the the lowest award value as derived from above SOR shall be awarded the job by GAIL. In case of a tie, the bidder having the higher/highest Technical Score (Quality) shall be considered for award. If the tie still persists then the bidder having a lower price bid at the empanelment phase shall be considered for award.
- X. In case the empaneled consultant is not in a position to submit its bid due to a conflict of interest, the same has to be informed to GAIL immediately with the requisite information.
- XI. At the time of award of the job, the CEO/Country Head or equivalent, of the consultancy firm may certify that the credentials of the team deployed for performing the job are of the same or equivalent credentials of the team considered during empanelment.
- XII. The numbers of blended man hours mentioned in SOR are indicative only. Based on the post empanelment methodology stated above, actual blended man hours shall be executed.
- XIII. If the situation so arises, that the same bidder is emerging L-1 in the post empanelment exercise (i.e. to get the firm order) in successive enquiries and the entitled blended Man-Hours as allotted to that bidder (as per clause VI above) are exhausted then the additional blended Man-Hours allotted to other empanelled bidders shall be allotted to L-1 bidder.
- XIV. Purchase Preference to Micro & Small Enterprises (as per PPP-MSE policy) and Make-In-India policy shall be given at the time of deciding the final orders post empanelment.
- XV. The limited tendering will be done through NIC portal amongst the 06 (or actual nos.) empaneled consultants but covering page of RFQ shall be hosted on gailtender for information with the clause:
- “This tender is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the empaneled consultants . Unsolicited offers are liable to be ignored.”

E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME (NOT APPLICABLE)

~~Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC 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.~~

~~For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods /jobs domain wherein they are registered for.~~

~~Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIT.~~

~~New startup “Certificate of Recognition” is stipulating “Industry” and “Sector” as domain of startup. Accordingly, “Industry” and “Sector” as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.~~

~~The above documents 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.~~



F. Technical Evaluation Criteria (Bid Quality Assessment Schedule parameters):-

		Maximum Score	Parentage of Maximum Score (Greater than or equal to)					Remarks/Documents to be submitted
			100%	75%	50%	25%	0%	
1	Size and presence in India	5	Greater than or equal to					
A	Number of executives who are providing consultancy solutions to clients (Industry, Govt., Regulators, Corporates etc.) and its detail (Table - A)	5	50	40	30	20	0	Certification by Country Head/CEO/MD/Partner/Authorized Signatory or equivalent of the company in the prescribed Format in Table-A
2	Experience / Competency of the Company	30	Greater than or equal to					
A	Number of assignments completed for providing Consultancy in Start-Up domain covering the aspects of Scope of Work during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Numbers/ details to be submitted. (Table B)	30	10	8	5	4	0	1. Detailed work order(s) and Completion Certificate that mentions scope, date & Contract value issued by Client. In case of Non-Disclosure Agreement (NDA), bidder must submit a Certificate on Company's letter head with all the required information, issued by Country Head/CEO/MD/Partner/Authorized Signatory or equivalent of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder (s) company). Chartered Accountant must mention his/her membership number. 2. Bidder must submit a certificate on Company's letter head with all the required information mentioned in Table B, issued by Country Head/CEO/MD/Partner/Authorized Signatory or equivalent of the company.



		Maximum Score	Parentage of Maximum Score (Greater than or equal to)					Remarks/Documents to be submitted
			100%	75%	50%	25%	0%	
3	Credentials of Partner / Director / Principal or equivalent based in India who will be Working for GAIL in this assignment.	35	Greater than or equal to					
A	Total number of specific assignments completed in the Start-Up Domain by Partner/Director/Principal or equivalent who will be working for GAIL in this assignment, during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Numbers / details to be submitted. (Table C).	35	10	8	5	4	0	Bidder will submit Certification by Country Head/CEO/MD/Partner/Authorized Signatory or equivalent of the company in the prescribed Format in Table C along with Bio-data
4	Credentials of team (consisting at least 02) members (excluding Partners / Director / Principal or equivalent) based in India who will be working for GAIL in this assignment.	30	Greater than or equal to					
A	Total cumulative number of specific assignments completed in the Start-Up Domain by a team consisting at least 02 members during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Numbers / details to be submitted. (Table D).	30	10	7	5	2	0	Bidder will submit Certification by Country Head/CEO/MD/Partner/Authorized Signatory or equivalent of the company in the prescribed Format in Table D along with Bio-data
	Overall	100						

Note –

- Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- GAIL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.



Notes: -

1. Score for each quality parameter will be given on pro-rata basis obtained from the number of accepted credentials by GAIL as per the information provided in the tables.
2. Here credentials related to support services including IT, Digital, HR, Finance, CSR etc. if submitted against the respective sector, will not be accepted as assignments. The bidder should submit brief scope of deliverables for each assignment.
3. Bidder (Applicant) should provide details of only those Job(s) which have been undertaken in their own name (i.e. in the name of the Bidder only) and have a sufficient document(s).
4. Work for the experience /competency of the company should be completed as per the original scope of work awarded. Partly completed work shall not be considered. Bidders are required to obtain the completion certificate in support of the date of completion.
5. Detailed CV of the Partner/Director/Principal and detailed CV and degree certificate of other team members (excluding Partners/Director/Principal) (refereed at 3 & 4 above) to be submitted duly certified by the CEO/Country Head/Partner/Authorized signatory or equivalent, along with the bid.
6. Bidders are required to furnish the complete and correct information required for the evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered adequate grounds for rejection of the bids.
7. Bidders are required to furnish only those credentials in the prescribed format for which documentary evidence of work undertaken and completion is available with them. Bidders shall be required to produce such documentary evidence within short notice whenever required by GAIL. GAIL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.
8. Bidder must score a minimum 75% (on an overall basis) for empanelment.
9. Formats of Table-A to Table –D (i.e. BQAS- Tables) are attached separately.
10. The foreign experience of participating Indian bidders shall also be considered.
11. The experience gained by the participating bidder in the name of bidding entity only shall be considered.

Explanation of Parameters under Bid Quality Assessment Schedule - Technical Criteria

1. Size and presence in India:

a) Number of executives who are providing consultancy solutions to clients in India

This includes the total number of consultants (executives who are providing solutions to Clients i.e Industry, Govt., Regulators, and Corporate etc.) in India in the direct payroll of the company as on **31 March' 2023** but excludes all support staff, knowledge service for India operations, back-office operations, accountants and auditors. Details are to be provided in the format given in **Table A**.

2. Experience /Competency of the Company:

a) Number of assignments completed in the Start-Up Domain covering the aspects of SoW, during the previous 05 years reckoned from the date of Request for Proposals (RFQ).

A total number of consultancy assignments in the Start-Up Domain covering the aspects of SoW completed by the consultant during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Details are to be provided in the format given in **Table B**.

3. Credentials of Partner/Director/Principal or equivalent based in India who will be working for GAIL in this assignment.

a) Total number of specific assignments completed in the Start-Up Domain by Partner/Director/Principal or equivalent who will be guiding the work for GAIL in this assignment during the previous 05 years reckoned from the date of Request for Proposals (RFQ).

The bidder should submit the list of assignments completed in the Start-Up Domain by Partners/Directors/Principals or equivalent who will be guiding the work for GAIL in this assignment during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Details are to be provided in the format given in **Table C**.

4. Credentials of team consisting at least 02 members (excluding Partners/Director/Principal or equivalent) based in India, who will be working for GAIL in this assignment.

a) Total number of specific assignments in the area of Start-Up Domain during the previous 05 years reckoned from the date of Request for Proposals (RFQ),

The bidder should submit the list of assignments completed in the Start-Up Domain by the team consisting at least 02 members (excluding Partners/Directors/Principals or equivalent) who will be working for GAIL in this assignment during the previous 05 years reckoned from the date of Request for Proposals (RFQ). Details are to be provided in the format given in **Table D**.



Table –A
Size and presence in India

Criteria			
Number of executives who are providing consultancy solutions to clients (Industry, Govt., Regulators, Corporates etc.) and its detail as on 31 March' 2023			
Sr No.	Name of Executive	Designation and working with organization since	Specific domain of Consultancy
1			
2			
3			

And so on....

Signature of Authorized Signatory

Date: -

Note:

- * *This includes the total number of consultants (executives who are providing solutions to Clients i.e Industry, Govt., Regulators, and Corporate etc.) in India, in the direct payroll of the company as on As on **31 March' 2023** but excludes all support staff, IT consultants support staff in IT division including consultants, knowledge service or back-office operations, staff in accounting or audit/tax divisions.*
- * *Client Facing Consultants are those executives who are providing solutions to clients (Industry, Govt., Regulators, Corporates etc.) in the field and not those executives who are responsible for back-end services to the company.*
- * *Authorized Signatory to be Country Head/CEO/MD/Partner/authorized signatory or equivalent.*



Table – B

Number of assignments were completed for providing Consultancy in Start-Up domain covering the aspects of SoW during the previous 05 years reckoned from the date of Request for Proposals (RFQ).

Sl. No.	Completed Assignment Title	Ref No.	Name the Completed Assignment Sector	Brief Scope of Deliverable	Client Name	Year of start & Completion of Assignment

Signature of Authorized Signatory

Date: -

Note:

- * *Each serial number details shall have separate work order, Completion Certificate,*
- * *If job is comprehensive and under progress then relevant completed task (in line with SoW) should have a confirmation email/certificate from the end user.*
- * *Authorized Signatory to be Country Head/CEO/MD/ Partner/Authorized signatory or equivalent.*



Table –C

Total number of specific assignments completed in the Start-Up Domain by the Partner / Director/Principal or equivalent who will be working for GAIL in this assignment, during the previous 05 years reckoned from the date of Request for Proposals (RFQ)

Sl. No.	Name of Partners/ Directors/ Principals or equivalent, who will be working for GAIL in this assignment	Completed Assignment Title	Name the Completed Assignment Sector	Brief Scope of Deliverable	Client Name	Year of Start & Completion of Assignment

Signature of Authorized Signatory

Date: -

Note:

- * *Authorized Signatory to be Country Head/CEO/MD/ Partner/Authorized signatory or equivalent for certifying credentials of Table C and CVs of Partners/ Directors/ Principals or equivalent*



Table –D

Total number of specific assignments completed in the Start-Up Domain by team consisting at least 02 members, who will be working for GAIL in this assignment during the previous 05 years reckoned from the date of Request for Proposals (RFQ).

Sl. No.	Name of team members (excluding Partners/ Directors/ Principals or equivalent) who will be working for GAIL in this assignment	Completed Assignment Title	Name the Completed Assignment Sector	Brief Scope of Deliverable	Client Name	Year of Start & Completion of Assignment

Signature of Authorized Signatory

Date: -

Note:

- * *Authorized Signatory to be Country Head/CEO/MD/Partner/authorized signatory or equivalent for certifying credentials of Table D, CVs and Degree certificates of team members*



Form-I-A to Section II

UNDERTAKING ON LETTERHEAD

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of
Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s_____ (Name of Bidder), have read the clause regarding restrictions on
Procurement from a Bidder of a country which shares a land border with India as mentioned in
the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement
from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which shares a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (☐ or X) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered
against the subject tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



Form-I-B to Section II

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,

M/s GAIL (INDIA) LIMITED

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,
Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (***Name of Bidder***), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) The Bidder does not have ToT with such a country []
- (ii) If the Bidder is having ToT from such a country []
which share a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Form-II to Section II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF
SUB-CONTRACTING**

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which share a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



SECTION-III

INSTRUCTION TO BIDDERS **(TO BE READ IN CONJUNCTION WITH** **BIDDING DATA SHEET (BDS)**



SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Invitation For Bid (the “**Tender Document /Bid Document**”) issued by Employer. Employer/ Owner/ Client/GAIL occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference shall be as defined in the Tender Documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 35” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.
If the Tender Documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.
- 2.3 It is Bidder’s responsibility **to meet the Bid Evaluation Criteria (BEC)** and to secure minimum qualifying technical score in Quality & Cost Based Selection (if applicable), and also to furnish all necessary supporting documentary evidence in support of the tender requirement.
- 2.4 Power of Attorney:
Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).
The Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder’s employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
The Power of Attorney should be valid till award of contract to successful bidder.



- 2.5 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GAIL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3. BID FROM "CONSORTIUM"/ – 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 be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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, authentication 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 of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – TENDER DOCUMENTS

7. CONTENTS OF TENDER DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid* [IFB] & Cut-out slip
- Section-II : **Bid Evaluation Criteria [BEC]** & Evaluation methodology
- Section-III : Instructions to Bidders [ITB] with Annexures & Formats**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC] and
- Section-VI : Scope of Work [SOW]
- Section-VI : Schedule of Rates

*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 to Section-III i.e. BDS (Bidding Data Sheet).

*** General Conditions of Contract - Consultancy is available on GAIL's Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>). Further, Hindi version of GCC is available on GAIL's tender website (www.gailtenders.in) with name "General Conditions of Contract- Consultancy (GCC- Consultancy) - Hindi version" for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

- 7.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents 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 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in



writing or by fax or email no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid (in case of No pre-bid meeting is scheduled). GAIL reserves the right to ignore the bidders clarification if received after the aforesaid period. GAIL may respond in writing to the request for relevant clarification(s). GAIL's response to such query, but without identifying the source of the query will be uploaded on GAIL's e-tender portal and also shall be communicated to prospective bidders by e-mail.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF TENDER DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date 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 BIDS

10. LANGUAGE OF BID:

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the bidder shall submit English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognised /authorised by their Embassy along with the original/copy of the same in it's original language. For the purpose of interpretation, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-III to Section III), Bidders manual kit and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on GAIL's e-portal (<https://etenders.gov.in/eprocure/app>) as follows:

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

Comprising all the below mentioned documents should be uploaded in the technical bid earmarked (Tender Document) in the GAIL's e-tender portal:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.



- (c) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format .
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form -5A'
- (f) ~~Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document~~
- (g) Copy Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.4 of ITB.
- (h) Declaration for Bid Security as per provision of ITB.
- (i) ~~Undertaking as per Form-1 to Annexure-V to Section-III by MSE bidders and Class-I Bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PP-MII), if applicable.~~
- (j) ~~Undertaking as per Form-2 to Annexure-V to Section-III and Certification 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) as per Form-3 to Annexure-V to Section-III. (Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not except Non-Local Supplier in case of ICB tender).~~
- (k) All forms and Formats including Annexures
- (l) 'Integrity Pact' as per 'Form F-13'
- (m) Undertaking as per FORM-I-A and Form-II to SECTION-II regarding Provisions for Procurement from a Bidder which shares a land border with India.
- (n) Documents/information required as per BQAS of Tender Document.
- (o) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/ digitally signed by the Authorized Signatory holding POA.
- (p) Additional document specified in BDS, SCC, Scope of Work or mentioned elsewhere in the Tender Document, its Corrigendum/ Amendment/ Clarification(s).
- (q) Any other information/details required as per Tender Document.

As specified at Clause no. 4.0 of Section-I, Bidders must submit the original Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in BDS, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the Bid Due Date.

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

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial Bid in e-tender portal of NIC portal. 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 offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.



- 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 bids.
- 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 bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 ~~IN CASE OF MANUAL TENDER:~~

~~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 of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.~~

12. BID PRICES

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Work as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Consultant under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.



- 12.5 The Bidder shall quote the prices in 'figures' & 'words'. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account until any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.7 Further, bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13. **TAXES & DUTIES**

13.1 **IN CASE OF INDIAN BIDDER**

- 13.1.1 Bidders are required to mention the GST Registration No. while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.1.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services (Consultant) only. Consultant providing taxable service shall issue an e-Invoice/Invoice, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant with requisite details.
Payments to Consultant for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.1.3 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
Beyond the contract period, in case GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery/completion period shall be to Consultant's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.
Beyond the contract period, in case GAIL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GAIL's account.
Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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



The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.1.5 Where GAIL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.1.6 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, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.1.7 In case GAIL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Consultant.

13.1.8 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 Consultant may note the above and quote their prices accordingly.

13.1.9 In case the GST rating of Consultant 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 job, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

13.1.10 The Contractor 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, the same shall also be mentioned on the Invoice.

13.1.11 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Consultant shall ensure timely submission of correct invoice(s)/e-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 Consultant 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 Consultant 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 Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Consultant 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.

- 13.1.12 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the lowest bidder, bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, GAIL shall place orders.

- 13.1.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Consultants, 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, Consultants should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.1.14 Provision w.r.t. E- Invoicing requirement as per GST laws:

Consultant who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices.

Therefore, all the payments to such service provider who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Services with requisite details.

If input tax credit is not available to GAIL for any reason attributable to service provider (both for E-invoicing cases and non-E-invoicing cases), 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, by adjusting against any amounts paid or becomes payable in future to the service provider under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Service Provider as per format F-15 along with documents for release of payment

- 13.1.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Consultant 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.



- 13.1.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GAIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL.

13.2 **GST IN CASE OF FOREIGN BIDDER:**

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

~~For Foreign bidders who is not having the Permanent Establishment/ tax residency (refer clause no.52 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of 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 Consultant 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) shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) shall be as per provision applicable to Indian bidder mentioned herein above.~~

- 13.3 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.

14. **BID CURRENCIES:**

- 14.1 In case of domestic competitive bidding, the prices are to be quoted in Indian Rupees only.
- 14.2 ~~In case of International Competitive Bidding following shall apply:~~
- ~~14.2.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.~~
- ~~14.2.2 Foreign Bidders should quote in RBI's notified basket of foreign currencies—US Dollar or Euro or Pound Sterling or Yen etc. in addition to the Indian Rupees—except for expenditure incurred in India which should be stated in Indian Rupees.~~
- ~~14.2.3 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 14.2.2) 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.~~
- ~~14.2.4 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.~~

15. **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16. **NOT IN USE**



16A **DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidders are required to submit Declaration for Bid Security in bid as per proforma at Form F-2.

17. **PRE-BID MEETING**

- 17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering. 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 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. **FORMAT AND SIGNING OF BID**

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

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.

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.



As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Bidder not meeting minimum technical score as per BQAS attached in Tender Document.
- (b) Firm Price
- (c) Scope of Work / Terms of Reference
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- ~~(g) Price Reduction Schedule for delay in completion (if applicable)~~
- ~~(h) Contract Performance Security~~
- (i) Guarantee / Defect Liability Period (if applicable)
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact
- (m) Bid Security declaration, as applicable
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20. E-PAYMENT

GAIL (India) Limited has initiated payments to Consultants electronically, and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB
- 21.2 ~~In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.~~
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

22. DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 ~~In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.~~
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8.0 and/or 9 of ITB refers). In that case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GAIL's e-tender portal/ communicated to the bidders.

23. LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
~~In case of manual tendering, bids received by GAIL after the due date & time for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. Further, Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.~~
- 23.3 Physical documents 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.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING

- ~~— The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GAIL prior to the deadline for submission of bid.~~
- 24.2 ~~The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 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 invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due date & time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

- 25.1 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.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GAIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of GAIL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26. BID OPENING

26.1 Unpriced Bid (Technical Proposal) 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 (Financial Proposal) Opening:

After the qualification with respect to ~~Bid Evaluation Criteria~~ and technical evaluation (quality) is completed, those Bidders whose proposals did not meet the minimum qualifying mark (if applicable) or were considered non-responsive to the Tender Document, their Financial Proposals will not be opened and such bidders will be informed by GAIL. Techno-commercial



bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

GAIL will open the price bids / Financial Proposals of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive and have secured the minimum qualifying mark (if applicable). Price bids shall be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during 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 even on a short notice.

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.

~~26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.~~

26.4 Discussions & Availability of Professional staff/experts

The successful bidder shall be invited for discussions if considered necessary by GAIL. Discussions will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. GAIL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, GAIL expects to discuss a Contract on the basis of the Professional staff named in the Proposal. Before Contract discussions, GAIL will require assurances that the Professional staff will be actually available. GAIL will not consider substitutions during contract discussions unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by GAIL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

26.5 Conclusion of the discussion

Discussion will conclude with a review of the draft Contract. To complete discussions GAIL and the Consultant will initial the agreed Contract.

After completing discussions, GAIL shall award the Contract to the selected Consultant.

If the discussions with the selected successful bidder fail, the employer/owner/GAIL shall cancel the bidding process and re-invite the bids.

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 bidders or any other person not officially concerned with such a process until the award to the successful bidder.



28. CONTACTING THE EMPLOYER

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact GAIL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence GAIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GAIL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) ~~Meets the "Bid Evaluation Criteria" of the Tender Documents (if applicable);~~
 - (b) Has been properly signed;
 - (c) Is accompanied by the required Bid Security Declaration ;
 - (d) Is substantially responsive to the requirements of the Tender Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria



- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GAIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30. CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. 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. The amount shall be re-calculated/ corrected accordingly.
 - (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
 - (iv) 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 discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and actions shall be invoked as per Declaration for Bid Security.
- 30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31. ~~CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS~~

~~To facilitate evaluation and comparison, the Employer 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~~
 - (b) ~~Wherever staggered delivery is to be made against order or multiple/Running Account (RA) bill payment is to be made during completion period of contract:~~
~~The reference date shall be the date of price bid opening plus arithmetic mean of staggered 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.~~

32. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of Tender Documents.

33. NOT IN USE

34. PURCHASE PREFERENCE (Indian bidders only)

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue, as applicable from time to time.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

[E] – AWARD OF CONTRACT

35. AWARD

Subject to "ITB: Clause-29", GAIL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the **lowest bid** 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 Services are rendered. In case, bidder wants contract at some other address or Services to be rendered from multiple locations, bidder is required to provide in their bid address on which contract is to be placed.

GAIL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by 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. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Order/contract value is subject to Price Reduction Schedule, if any, as per GCC.



- 36.4 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GAIL.

37. SIGNING OF AGREEMENT

- 37.1 The successful Bidder/ shall be required to execute an 'Agreement' (wherein the individual contract value as specified in Notification of Award is more than INR 10 Lakh (exclusive of GST) in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Consultant failure on the part of the successful Consultant to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for Action as per Bid Security declaration.
- 37.2 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Tender Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

- ~~38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).~~
- ~~38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST). Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.~~
- ~~38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and action as per declaration for Bid Security~~
- ~~38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.~~
- ~~38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.~~
- ~~38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank~~



~~Guarantee (including e-Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.~~

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

~~38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, 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.~~

~~38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.~~

~~38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).~~

~~38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.~~

~~38.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.~~

~~38.11 CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. In case, GAIL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/Award.~~

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 to Section-III.

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

39.3 Name and contact details of nodal officer are mentioned in BDS

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

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



The Consultant/Bidder understands and agrees that in such cases where Consultant/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Limited, such decision of GAIL (India) Limited shall be final and binding on such Consultant/Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

40.1 Following provision has been incorporated in tender for MSEs, 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 Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- 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%, 4% 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 lowest 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 MSEs 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, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:



“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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

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

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

40.3 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered as per provision mentioned at clause no. 40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4 The benefits of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

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

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

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

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

40.7 Interest Payment on Delayed Payments to MSMEs is payable in line with the Micro, Small and Medium Enterprises Development Act, 2006

41 NOT IN USE

42. VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to Section-III herewith.

43. INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 TDS

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

43.4 Withholding Tax (WHT) for foreign bidders shall be as per clause no.39 of ITB

43.5 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of Consultant shall be processed only after fulfilment of above requirement

44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM:

During execution of 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 related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Executive-in-Charge (EIC) and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

In case issue is not resolved by above, Consultant may submit their issue(s) to Vendor Grievance Portal "Samadhan", which will be addressed by GAIL within 15 days. The Samadhan Portal is available at <https://gailebank.gail.co.in/grievance/welcome.aspx>.

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor shall be as under:



- (i) Any issue should be first referred to EIC.
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-“Samadhan”.
- (iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times to vendor.
- (iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

44.2 CONCILIATION AND ARBITRATION

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 (other than those related to taxation matters) 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), such dispute or difference shall be taken up by either party for resolution only 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 it's 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. NOT IN USE

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [APPLICABLE FOR INDIAN BIDDERS ONLY]

NOT APPLICABLE

~~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 and submission of document specified in Section II.~~

~~If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges highest total score bidder the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.~~

~~However, during the Kick-off Meeting monthly milestones/ check points would be drawn. Further, the performance of such consultant will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.~~

49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS (NOT APPLICABLE AS PRS IS NOT APPLICABLE FOR THIS TENDER)

~~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 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.~~

50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document

51. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY [APPLICABLE FOR INDIAN BIDDERS]

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

52. PROVISION IN TENDER REGARDING 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) In case of procurement of goods / spares / services/works (other than technical services and Royalty) etc.

- A certificate of having no business connection in India as given in Form F-17A, or
- In case the non-resident bidder has a business connection in India, but the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Form F-17B) along with (ii) declaration in form 10-F (as given in Form F-17C) and (iii) tax residency certificate.

(ii) In case of services in nature of Fees for Technical Services & Royalty for use of equipment or instrument etc.

If the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Form F-17B) along with (ii) declaration in form 10-F (as given in Form F-17C) and (iii) tax residency certificate.

(iii) The foreign bidder is required to additionally comply with the following conditions:-

- a) If the non-resident is unable to obtain & submit tax residency certificate to GAIL within a reasonable time, the bidder should furnish Form 10-F 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 tax residency certificate (TRC) to GAIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.



- b) ~~Where a non-resident has a PE in India then tax will be deducted at applicable rates and no cognizance will be given to the statement/declaration of bidder that no income derived from transaction is attributable to PE in India.~~

~~Note 1: The word permanent establishment shall include a fixed place PE or service PE or installation PE or dependent agent PE or any other PE by whatever name called.~~

~~Note 2: In absence of above mentioned documents for respective category, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 and the benefit of reduced rate will not be given.~~

~~Note 3: In cases where the foreign bidder is not availing the benefits of DTAA and does not furnish the PAN No., TDS will be deducted at applicable rate or @ 20% (in accordance with section 206AA) whichever is higher under Income Tax Act, 1961.~~

~~Note 4: In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and GAIL will not bear additional tax liability (if any) arising from non-submission of documents.~~

~~Note 5: 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.~~

~~Note 6: Additionally, the foreign bidder shall be required to furnish following documents—~~

- ~~➤ In case the non-resident has a Permanent Establishment in India, in terms of 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 Permanent Establishment or Dependent Agent is to be provided.~~
- ~~➤ In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.~~

(iv) Tax Incidence

- ~~➤ If bidder insists at the time of bidding that withholding tax/TDS 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 Withholding Tax/TDS certificate will be issued.~~

~~Provided that in case, any additional tax liability arises on GAIL due to any action of bidders like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from supplier / contractor / consultant.~~

~~Provided further where any supplier / contractor / consultant avails tax credit on the basis of WHT certificate issued by GAIL then he shall be obligated to refund the amount of which credit has been availed by the supplier.~~



- ~~In case bidder agrees to bear the WHT as per provisions of Income Tax Act, 1961 no loading on quoted prices towards WHT will be done. The Withholding tax (WHT)/TDS will be deducted from their payments due to them and WHT/TDS certificate will be issued as per Income Tax Act 1961."~~

53. **EMPLOYMENT VISA FOR FOREIGN NATIONALS**

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

- ~~(i) Employment Visa is granted only for the skilled and qualified professionals 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 Employment Visa for jobs for which large number of qualified Indians are available, is not considered.~~
- ~~(iii) Under no circumstances an Employment 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 India during execution of the Contract.~~

54. **CONFLICT OF INTEREST**

- 54.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.
- 54.2 GAIL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of GAIL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:
- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by GAIL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.



- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
 - d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.
If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
 - e. A Consultant, who has been appointed by GAIL to assist in a bidding process where GAIL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of GAIL in a bidding process shall not be qualified in GAIL's tender for the same assignment.
- 53.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 54.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
- 54.5 **Unfair Advantage:** Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.
55. **PROFESSIONAL LIABILITY**
The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.
Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to GAIL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.
In case of failure by Consultant to above, GAIL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.
56. **DOCUMENTS FOR PAYMENT:**
Payment terms shall be as mentioned in GCC-Consultancy/SCC.

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.



Further, GAIL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Supplier/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

57. ORDER TRANSMITTAL SYSTEM:

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx.

Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.

58. VENDOR INVOICE MANAGEMENT

GAIL has implemented Vendor Invoice Management (VIM) system titled as 'SARATHI' for automation, digitization & centralization of Account Payable process w.e.f. 01.04.2023.

After implementation, Supplier/ Contractor/Service Provide/ Consultant is required to upload digital invoice on 'Sparsh' portal. The system optimizes and simplifies the process of receiving, managing, monitoring and forwarding invoices for payment process. The link of 'Sparsh' portal is as under:

<https://sparsh.gail.co.in/flipper/#/login>

The 'Help Manual' hyperlink to access the detailed User Manual, Demo Videos, FAQ's and other relevant information is available on 'Sparsh' portal.

Only digital invoice is to be uploaded on 'Sparsh' portal and all other supporting documents along with copy of invoice are to be submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA).

The Contractor is required to mention detail Purchase Order (PO)/ Letter of Acceptance (LOA) on the face of invoice.

Contractor to submit digitally signed & PDF invoice only. Invoice should be system generated and no handwritten invoice shall be eligible for OCR conversion.



Annexure-I to SECTION-III

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- 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.
- A.10 “Obstructive practice”: materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, 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) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of GAIL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, GAIL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

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

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

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

B.2.2 Period of Banning



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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:



- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is having lowest offer, the agency with next highest total score shall be considered.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is having lowest bid, the agency with next lowest bid shall be considered
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.



- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

Annexure-II to Section-III

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

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

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement



of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) **Initiation of Measures:**

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

iv) **Implementation of Corrective Measures:**

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

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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 **FOR PROJECTS**

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

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

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from



party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (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 Two (2) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (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 (Red Card) for a period of Two 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.3.16.1 of GCC- Consultancy)
- (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 Two (2) 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 two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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



5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action 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, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (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 Two (2) Years.**
 - (b) **Second such instance** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of One Year**
 - (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 (Red Card) for a period of Two 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.3.16.1 of GCC- Consultancy)
 - (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 **Two (2) 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 Two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is “FAIR”:

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

6.0 **REVIEW & RESTORATION OF PARTIES 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 tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is having lowest bid, the agency with next lowest bid shall be considered.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.



Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 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 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 bid bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

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 Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Contactor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.



Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:



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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



1.3 RELIABILITY PERFORMANCE

20 Marks

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

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

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) i.e., ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER) is available on <https://gailtenders.in/Gailtenders/Home.asp> as detailed below





ANNEXURE-IV to Section-III

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL													
ITB clause	Description												
1.1	The Employer/Owner/Client is: GAIL (India) Limited												
B. TENDER DOCUMENT													
ITB clause	Description												
8.1	For <u>clarification purposes</u> only, the communication address is: Ashish Goel SM (C&P) GAIL India Limited Jubilee Tower, B-35 & 36, Sector-1, Noida-201301 (UP)-INDIA Ph.+91 (0) 120-2446400, 4862400 Extn. 11722 Email: ashish.goel@gail.co.in												
C. PREPARATION OF BIDS													
ITB clause	Description												
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: nil												
13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td> <td>☒</td> </tr> <tr> <td>NO</td> <td>☐</td> </tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td> <td>As mentioned in SCC/SOW.</td> </tr> <tr> <td>PAN No.</td> <td>AAACG1209J</td> </tr> <tr> <td>GST no.</td> <td>To be communicated to successful bidder.</td> </tr> <tr> <td>GAIL Bank details</td> <td>Account Holder's Name: GAIL (India) Limited Account no.: 32778502099 Bank's Name: State Bank of India, Sector-2, Noida, Uttar Pradesh - 201301 IFSC Code: SBIN0005936</td> </tr> </table>	YES	☒	NO	☐	Services to be rendered at	As mentioned in SCC/SOW.	PAN No.	AAACG1209J	GST no.	To be communicated to successful bidder.	GAIL Bank details	Account Holder's Name: GAIL (India) Limited Account no.: 32778502099 Bank's Name: State Bank of India, Sector-2, Noida, Uttar Pradesh - 201301 IFSC Code: SBIN0005936
YES	☒												
NO	☐												
Services to be rendered at	As mentioned in SCC/SOW.												
PAN No.	AAACG1209J												
GST no.	To be communicated to successful bidder.												
GAIL Bank details	Account Holder's Name: GAIL (India) Limited Account no.: 32778502099 Bank's Name: State Bank of India, Sector-2, Noida, Uttar Pradesh - 201301 IFSC Code: SBIN0005936												
15	The bid validity period shall be Three Months from final 'Bid Due Date'.												



D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22.2 and 26 of ITB and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per cl. no. 4.0 of IFB & 22.2 of Section-III and Bid Opening Purpose as per cl.no.26 of Section-III, the Owner's address is : Ashish Goel SM (C&P) GAIL India Limited Jubilee Tower, B-35 & 36, Sector-1, Noida-201301 (UP)-INDIA Ph.+91 (0) 120-2446400, 4862400 Extn. 11722 Email: ashish.goel@gail.co.in				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement: Uttar Pradesh (Noida).				
38	Contract Performance Security/ 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 CPS/SD @ 10% of Total Order / Contract value in case contract period.	APPLICABLE		NOT APPLICABLE	☒
APPLICABLE					
NOT APPLICABLE	☒				
38.6	In case “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of GAIL (India) Limited, payable at Noida In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL's Bank account are as under: Account Holder's Name: GAIL (India) Limited Account no.: 32778502099 Bank's Name: State Bank of India, Sector-2, Noida, Uttar Pradesh - 201301 IFSC Code: SBIN0005936 Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL's Bank Account.				
39.3	Name and contact details of nodal officer are as under: Shri S K Gupta Email: sk.gupta@gail.co.in				
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	☒				



44	Quarterly Closure of Contract <table border="1" data-bbox="411 230 1077 383"> <tr> <td data-bbox="411 230 751 304">APPLICABLE</td> <td data-bbox="751 230 1077 304">☐</td> </tr> <tr> <td data-bbox="411 304 751 383">NOT APPLICABLE</td> <td data-bbox="751 304 1077 383">☒</td> </tr> </table>		APPLICABLE	☐	NOT APPLICABLE	☒
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48	Applicability of provisions relating to Startups: <table border="1" data-bbox="411 504 1077 656"> <tr> <td data-bbox="411 504 751 577">APPLICABLE</td> <td data-bbox="751 504 1077 577">☐</td> </tr> <tr> <td data-bbox="411 577 751 656">NOT APPLICABLE</td> <td data-bbox="751 577 1077 656">☒</td> </tr> </table>		APPLICABLE	☐	NOT APPLICABLE	☒
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NOT APPLICABLE	☒					
49	Applicability of provisions regarding invoice for reduced value or credit note towards PRS: <table border="1" data-bbox="411 792 1077 945"> <tr> <td data-bbox="411 792 751 866">APPLICABLE</td> <td data-bbox="751 792 1077 866">☐</td> </tr> <tr> <td data-bbox="411 866 751 945">NOT APPLICABLE</td> <td data-bbox="751 866 1077 945">☒</td> </tr> </table>		APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐					
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56	Applicability of provisions relating to Order Transmittal System: <table border="1" data-bbox="389 1019 1053 1158"> <tr> <td data-bbox="389 1019 729 1093">APPLICABLE</td> <td data-bbox="729 1019 1053 1093">☒</td> </tr> <tr> <td data-bbox="389 1093 729 1158">NOT APPLICABLE</td> <td data-bbox="729 1093 1053 1158">☐</td> </tr> </table>		APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒					
NOT APPLICABLE	☐					

ANNEXURE-V to Section-III

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS:-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means GAIL (India) Limited (GAIL)

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**



- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's



quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iv. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 ~~In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP MII and MSE policy in Form-I. 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 PPP MII, such bidder 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 such MSE Bidder.~~

~~While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP MII or PPP 2012) will be considered, for price matching~~



~~opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-~~

- ~~(i) Public Procurement Policy for MSE 2012~~
- ~~(ii) Public Procurement (Preference to Make in India), Order 2017~~

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
 L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)
 L3 bidder is MSE bidder (prices within 15%)
 MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
 L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
 L3 bidder is MSE bidder (within 15%)
 MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
 L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
 L3 bidder is MSE bidder (within 15%)
 L4 bidder is MSE bidder (within 15%)
 MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION



- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. ~~In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form 2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide 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 suppliers other than companies) giving the percentage of local content as per proforma at Form 3.~~

Form-3: Not applicable

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GAIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, 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"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);



- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



FORM-1

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR MSEs and
CLASS-I LOCAL SUPPLIER ONLY)**
[NOT APPLICABLE]

FORM-1 NOT IN USE, INSTEAD THE FOLLOWING CLAUSE IS APPLICABLE NOW:-

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017' shall be applicable as per communication F.No. DPE/3(3)/10-Fin. dated 29.05.2023 received from Department of Public Enterprises (DPE), forwarding therewith the Office Memorandum no. F.1/4/2021-PPD dated 18.05.2023 of Department of Expenditure (DoE), Ministry of Finance regarding 'Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017' which is self-explanatory.

In the above communication dated 29.05.2023, clause 4 c (a) (iv) at page 2 of 4 will prevail over its example at page 4 of 4.



FORM-2

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (*Name of Bidder*) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and GAIL will take action as per provision of tender document.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORM-3

NOT APPLICABLE



FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF DECLARATION FOR BID SECURITY
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
F-5B	AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8A	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) AND BQAS QUALIFYING DOCUMENTS
F-9	NOT IN USE
F-10	FORMAT FOR CHARTERED ACCOUNTANT / CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQ)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT OF CONTRACT AGREEMENT
F-17A	CERTIFICATE OF NO BUSINESS CONNECTION IN INDIA
F-17B	CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT
F-17C	PROFORMA FORM 10F
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/Private Limited/ Govt. Dept. / PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6	Bidder's address where contract is to be placed *	City: District: State: PIN/ZIP:
7	Telephone Number & Contact Information of address where contract is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. :



		e-mail ID:
8	Website	
9	ISO Certification, if any {If yes, please furnish details}	
10	PAN No.	
11	GST No.	
12	Whether Micro or Small Enterprise (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
13	Whether Bidder is Startup or not	NOT APPLICABLE
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: * GAIL intent to place the contract directly on the address from where Services are rendered. In case, bidder wants contract at some other address or Services to be rendered from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed

Place:
Date:

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



FORMAT F-2

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (**Name of Bidder**) have submitted our offer/ bid no.

We, M/s_____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of GAIL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the GAIL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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:

Dear Sir,

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

[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:

- (i) 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. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



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 	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "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 _____ 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 "SERVICE PROVIDER" 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 Service Provider 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 Service Provider 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. ~~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 Service Provider 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 Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider 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. _____ (Service Provider) 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 Service Provider and notwithstanding any security or other guarantee that GAIL may have in relation to the Service Provider'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 Service Provider 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 Service Provider 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.~~
8. ~~Notwithstanding anything contained herein:~~
- a) ~~The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)~~
- b) ~~This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and~~
- c) ~~The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.~~

~~Details of next Higher Authority of the Officials who have issued the Bank Guarantee:~~

~~Name~~

~~Designation~~

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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
5. Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).



MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	÷				
2	VENDOR NAME / VENDOR CODE	÷	NAME	-		
-			VENDOR CODE	-		
-						
3	BANK GUARANTEE AMOUNT	÷				
-						
4	PURCHASE ORDER/ LOA NO	÷				
-						
5	NATURE OF BANK GUARANTEE	÷				
-	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
-						
6	BG ISSUED BANK DETAILS					
-		(A)	EMAIL ID—:			
-		(B)	ADDRESS—:			
-		(C)	PHONE NO—:			



F-5A

AGREED TERMS & CONDITIONS FOR INDIAN BIDDER

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of GAIL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : GAIL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Schedule of Rates (SOR) / Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN) in SOR / price bid	
4.3	Bidder Confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.8 of ITB (Anti-profiteering clause)	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder Confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	NOT APPLICABLE
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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.	NOT APPLICABLE



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Bidder Confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	a) Bidder Confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. b) In case of delay, the invoices/e-invoices shall be submitted after reducing the price reduction due to delay ((refer PRS Clause)).	NOT APPLICABLE
10.	Bidder have furnished Bid Security Declaration	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
12.	Bidder Confirms that their offer is valid for period specified in BDS from the final Bid Due date.	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner	
14.	All correspondence must be in ENGLISH language only.	
15.	Bidder Confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
16.	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 them, the bid submitted by them shall be liable for rejection.	
17.	<u>No Deviation Confirmation:</u> Bidder noted 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.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become 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/owner 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."	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the job in all respect within the scheduled time frame and quoted price.	
21.	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.	
22.	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.	
23.	Bidders should ensure that Tender Document is complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the Tender Document. GAIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender Documents.	
24.	Bidder confirms that they have read and understood the General Conditions of Contract [GCC] – Consultancy Services available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of the GCC.	
25.	Bidder certifies 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.	
26.	Bidders confirm to submit signed copy of Integrity Pact. If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Confirm that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
28.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
29.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) 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 them shall be dealt as per clause no. 13 of Section-III.	
30.	If the MSE benefits are being claimed in the tender, please confirm that the latest UDYAM Registration valid as on bid due date and duly notarised and CA certified is submitted in the bid.	
31.	As per ITB clause 40, <i>"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"</i> Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits. 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. Pl. confirm that the bidder has submitted the documents as mentioned above.	
32.	As per MSME notification dated 26.06.2020, sl. no. 8 of referred Gazette Notification mentions:- <i>In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will</i>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<i>continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.</i> Accordingly, in case of reverse graduation, MSE bidder is required to submit the previous certificate also to get the MSE benefits. 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. Pl. confirm that the bidder has submitted the documents as mentioned above.	
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.	

Place:
Date:

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



F-5B

DELETED



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 concerned executive in GAIL issued the tender, by filling up the Format)

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of 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:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



F-8 (A)

CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	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) – Refer cl.no.11 of Section-III		
3.0	Confirm that the price part as per Schedule of Rates format submitted with Bidding Document/ uploaded in case of e-bid.		
4.0	Confirm that Undertaking as per Form-I-A & Form-II to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
5.0	Confirm submission of Checklist against Bid Evaluation Criteria & BQAS as per format F-8(B)		
5.0	Confirm that Undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and Class I Local Supplier).		
6.0	Confirm that Undertaking as per Form-2 to Annexure-V to Section-III and Certification 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) as per Form-3 to Annexure V to Section-III is submitted- (Applicable for all bidders including MSE bidders).		



7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name & Designation:



F-8(B)
CHECKLIST FOR BQAS QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BQAS (Bidder's Quality Assessment Schedule) :

1.	Confirm submission of documents as per BQAS of Tender Document, if applicable.		
----	--	--	--

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name & Designation :



F-9 & F-10

DELETED



F-11

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED

Sub :

Tender No :

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 and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-12

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor Name :
2. Vendor Code:
3. Vendor Address:
4. Vendor 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-13

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, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- 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 and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri Deepak Kashyap, (email id : deepakkashyapnd02@gmail.com)
- ii) Shri Yogendra Tripathi (email id : yogendratripathi@yahoo.com)
- iii) Shri Amrit Lugun (email id : asha74lugun@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. “The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Deepak Kashyap, Email : deepakkashyapnd02@gmail.com , Shri Yogendra Tripathi , Email id : yogendratripathi@yahoo.com & Shri Amrit Lugun , Email id : asha74lugun@gmail.com or with CC to them through their Nodal Officer- Sh. T Xalxo, GM (C&P)- Email txalxo@gail.co.in, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and GAIL authorities concerned for their disposal as per extant guidelines.”

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for Hiring of Consultant to Study the opportunities in GAILTel and Data Centre Business. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract 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:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain 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 Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, 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 (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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 cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, 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.
 - iv) 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. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, 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.

- 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(s)/ Contractor(s) shall not instigate third person 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 (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
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 equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

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 same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) 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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. 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.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue

or to take corrective action, 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.

7. The Monitor will submit a written report to the C&MD, GAIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. 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 or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. 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. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged 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 C&MD, GAIL.

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.



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 Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....
.....
.....

Witness 2:

(Name & Address)

.....
.....
.....



F-15

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-
INVOICE AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,

M/s GAIL (INDIA) LIMITED

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Consultant) hereby confirm that E-Invoice provision
as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Service Provider is to tick appropriate option (✓) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL for any reason attributable to Consultant (both for E-invoicing cases and non-E-invoicing cases), 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, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

F-16

Contract Agreement Form

LOA no. Dated.....

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 20____ between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the GAIL (India) Limited hereinafter called “GAIL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

GAIL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of GAIL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

GAIL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by GAIL upon the terms and subject to the conditions of Agreement.

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

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with GAIL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.



2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that GAIL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by GAIL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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

Signed and Delivered for
for and on behalf of

M/s GAIL (India) Limited

Date : _____

Place: _____

Signed and Delivered
and on behalf of

M/s _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

F-17A

UNDERTAKING FOR NO BUSINESS CONNECTION IN INDIA

**FORMAT OF DECLARATION BY THE SELLER THAT THE SELLER DOES NOT HAVE A
BUSINESS CONNECTION IN INDIA**

**This is to certify that.....(Name of the entity) a company /LLP/Partnership
Firm etc. 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.

For

(Authorized Signatory)

Name:-

Address:-

Local Contact No.(with ISD Code):-

Email ID:-



F-17B
DELETED

F-18

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

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 _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/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 and final bill, we have no claims, dues, issues and contentions
from GAIL (India) Ltd.

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

There is no economic duress or any other compulsion on us for submission of this no claim
certificate.

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Seal: _____

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (CONSULTANCY)

General Conditions of Contract - Consultancy is available on GAIL's Tender website
(<http://gailtenders.in/Gailtenders/gccs.asp>).

***Bidder to comply and confirm at point no. 22 of Agreed, Terms
& Conditions (Format F-5A)***



SECTION-V

SPECIAL CONDITIONS OF **CONTRACT**

SPECIAL CONDITION OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates (SOR), specifications, and any other documents forming part of the Bid Document, wherever the context so requires. Notwithstanding the sub-division of the documents into these 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 & into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC, unless a different intention appears, the provisions of the SCC shall be deemed to over-ride the provisions of the GCC & shall to the extent of such repugnancy, or variations, prevail.
- 1.3 In case of an irreconcilable conflict between Indian or other applicable standards, GCC, Special Conditions of Contract, Specifications or price schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Letter of Acceptance (LOA) along with Statement of Agreed Variations
 - ii) Fax of Acceptance (FOA)
 - iii) Schedule of Rates (SOR) as an enclosure to the Letter of Acceptance
 - iv) Special Conditions of Contract (SCC)
 - v) Terms of Reference /Scope of Work (SOW)
 - vi) Instructions to Bidders/Consultants
 - vii) General Conditions of Contract (GCC)
 - viii) India Standard
 - ix) Other applicable standards.
- 1.4 Wherever it is mentioned in the specifications that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do so at his cost and the value of the Contract shall be deemed to have included the cost of such performance & provisions, so mentioned.

2.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Executive-in-charge and the Consultant shall plan and execute work accordingly.

3.0 INTELLECTUAL PROPERTY RIGHTS

Accessibility to the documents of the Owner shall be provided to the Consultant for performing the necessary activities as per requirement. The Consultant should maintain secrecy and should not divulge any information to any person/Organization in India or abroad.

4.0 DOCUMENTATION / REPORT

During a particular study, the Consultant will submit 01 (one) hard copy of the draft report for comments by GAIL. Subsequently, 01 (one) hard copy of the final report incorporating GAIL's comments shall be submitted. Consultant shall also furnish an editable soft copy of the draft and final report and all backup information through email.

5.0 FIRM PRICE

The prices quoted by the Consultant should be firm and not subject to any price escalation.

6.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION

The Consultant shall not be entitled to increase the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

7.0 CONTRACT PERIOD AND COMPLETION SCHEDULE

- i) The contract period shall be two years from the date of the Letter of Award (LOA)
- ii) Job wise exact time period for submission of the interim/draft report & final report shall be communicated with each assignment separately.
- iii) However, bidders can expect a time period of around 3 weeks from zero date (i.e. date of issue of job-specific assignment letter) for submission of interim/draft report. Based on the comments given by GAIL on the draft report, bidders can expect a time period of around 2 weeks from the date of comments given by GAIL to submit a final report.
- iv) (iv)The contract period can be extended for a period of six months at the same Rate, Same terms and conditions.

8.0 OUT-OF-POCKET EXPENSES

Consultant shall not be paid any fare, boarding & lodging, local conveyance, etc. for to & from their location to GAIL offices/plants/sites in connection with the subject job. If the consultant is required to visit any place as per the assigned job requirement, such visits shall be undertaken by the Consultant at their own expense.

9.0 MODIFICATIONS TO GCC:

9.1 Article Nos. 3.6.0 (Performance Guarantee), 3.11.5 (demobilization and remobilization charges) and 3.12.0 (Price Reduction Schedule) of the General Conditions of Contract (GCC) Section *shall not be applicable*.

9.2 Clause 3.7.0 (Confidentiality) of GCC –General Conditions of Contract is replaced by the following:

GAIL and the Consultant agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in the public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by GAIL to the Consultant and vice versa. Further, the Consultant and GAIL agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, GAIL (India) Limited, or its authorized assigns, or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of the other Party.

9.3 Clause no. 3.8.1 (Taxes & Duties) of GCC is modified to the extent mentioned below:

Consultant shall pay any and all taxes which are payable in relation to the performance of the contract. The quoted price shall be inclusive of all such taxes except Goods and Service Tax (GST) thereon. The payment towards GST and statutory variation shall be made as per ITB.

9.4 Clause No. 3.5.3 (sub-clause of Payment Terms) of GCC stands modified to the extent as mentioned below:

- a) Clause no.3.5.3.2, 3.5.3.3 and 3.5.3.4 are not applicable
- b) The stages of payment mentioned in 3.5.3.1 shall be modified as below.

Deliverables	% Payment
Draft Report	60% of (no. of man-hours utilized for preparing draft report applicable blended man-hour rate) Upon submission of the draft report
Final Report	40% of (no. of man-hours utilized for preparing draft report *applicable blended man-hour rate) + 100% of (no. of man-hours utilized for preparing the final report after submission of draft report * applicable blended man-hour rate) Upon submission and acceptance of the final report by GAIL

- i) If the final report is not acceptable by GAIL or consultants fail to incorporate GAIL's suggestion/comments on the draft report, then GAIL reserves the right to limit the payment till the draft report only.
- ii) In case GAIL decides not to pursue further after the submission of the draft report by consultants then payment shall be limited to complete the payment (100%) for the draft report.

10.0 INSURANCE & INDEMNIFICATION

The Consultant shall indemnify and keep GAIL harmless of all Claims, Damages, or Compensation payable at law in respect of or in consequence of any accident or damages arising under or by reason of this Consultancy Work.

11.0 CONSULTANT's OBLIGATIONS:

- 11.1 Consultant shall nominate a representative who shall be the nodal person for all communication with GAIL for this Work.
- 11.2 Consultant shall collect all relevant data required for carrying out tasks as mentioned in the Scope of Work/ terms of reference.
- 11.3 Consultant shall apply due rationale in using the information/data provided by GAIL for preparation of Reports.
- 11.4 Consultant shall attend Meetings in GAIL as requisitioned by GAIL during the tenure of the assignment. The Consultant will give Presentations, as and when required, especially during the Kick-off meeting giving detailed methodology to be followed for the work and thereafter upon submission of each Report.

11.5 Consultant shall be responsible for making all arrangements for travel.

12.0 PRICE REDUCTION SCHEDULE FOR DELAY IN COMPLETION:

Not applicable

13.0 BIDDER'S OBLIGATIONS:

13.1 Bidder shall nominate a representative who shall be the nodal person for all communication with GAIL for this Work.

13.2 Bidder shall collect all relevant data required for carrying out tasks as mentioned in the Scope of Work.

13.3 Bidder shall apply due rationale in using the information / data provided by GAIL for the preparation of Reports.

13.4 Bidder shall attend Meetings in GAIL as requisitioned by GAIL during the tenure of the assignment. The Bidder will give Presentations, as and when required, especially during the Kick-off meeting giving detailed methodology to be followed for the Work and thereafter upon submission of each Draft and Final Report.

13.5 Bidder shall be responsible for making all arrangements for travel for attending meetings with GAIL.

14.0 GAIL'S OBLIGATIONS:

14.1 GAIL shall nominate an Engineer-In-Charge (EIC) duly authorized to act on behalf of GAIL on all matters related to this Work.

14.2 GAIL shall provide the data provided by the Start-Ups during the Proposal submission and evaluation stage.

14.3 GAIL shall facilitate meetings of the Consultant with the Start-Ups in NCR.

14.4 GAIL shall facilitate timely payment of the Invoices.

15.0 MOBILIZATION PERIOD:

The Bidder shall attend a Kick-off Meeting at GAIL within 10 days from the date of intimation by EIC and be ready to commence work thereafter.

16.0 PAYING AUTHORITY:- VIM

SECTION-VI

SCOPE OF WORK

SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR) FOR EMPANELMENT OF CONSULTANTS TO PROVIDE CONSULTANCY AND GUIDANCE ON VARIOUS ASSIGNMENTS ALLOCATED BY GAIL, OUT OF SOW AT VARIOUS STAGES OF GAIL START-UP ACTIVITIES.

A. PREFACE

Start-Up India is a flagship Initiative of the Government of India. It intends to build a strong ecosystem for nurturing innovation and Start-ups in the country to drive sustainable economic growth and generate employment opportunities. Government Policies are increasingly giving a push to encourage Start-ups by providing various fiscal incentives to Start-ups.

GAIL has also taken up investment in Start-ups to give a boost to the Government's efforts and also to derive long-term benefits.

GAIL launched its Start-Up Initiative "Pankh" on July 25, 2017. The activities w.r.t. Soliciting and Preliminary Screening of proposals are carried out through an online portal.

The Start-Up Proposals are shortlisted based on information provided in their Proposals. Thereafter a Committee on Start-Up (CoS) discusses the proposals with the Founder(s). The CoS provides its recommendation to GAIL for making an investment decision.

The Valuation of Start-Up is being carried out Third party registered valuation Consultant. Investments in the Start-up are carried out after due diligence, valuation exercise, and approval by the Committee of Directors.

GAIL plans to empanel Management Consultant(s) for consultancy services in the areas mentioned below.

The duration of the Consultancy Assignment would be for a period of 24 months. GAIL reserves the right to extend the period of empanelment for a further period of 6 months or part thereof on the same rate and same Terms & conditions.

B. SCOPE OF WORK FOR MANAGEMENT CONSULTANT:

i) Pre-Investment - Transaction Related

1. Carrying out Startup's business, financial and legal due diligence for the purpose of investments.
2. Analysis/Studies on Financial and Valuation implications for transactions.
3. Studies of Strategic, term sheet, and Cap-table inputs.
4. Legal documentation review and providing Secretarial Inputs for Transaction.

5. Analysis/review of 05-07 years projection, submitted by the Start-Up and providing inputs for modification in projection based on peer Group Company's performance or past
6. performance of the Start-Up, if available. Thoroughly, analyzing the financial statement of the Star-Up.
7. Analysis/Review of Share Subscription and Shareholder Agreement (SSSHA) or SHA of investments, which happened in the Start-Up before GAIL's Investment and provide inputs for resolution of any other material issues that may arise from the business Commercial (CDD), financial (FDD) and legal (LDD) due diligence to the satisfaction of GAIL.
8. Guiding GAIL by providing inputs in the matter mainly consisting of the passing of Board resolutions, Shareholders' resolutions, filing of requisite e-forms by the Start-Up, duly executed Employment Agreements of Promoter and Key Employees of the Start-Up, Vetting ESOP Scheme Policy vetting etc. as decided by GAIL.
9. Formulation draft Payment Milestones for disbursement of Investment Amount to the Start-Ups.
10. Guiding GAIL through inputs on Ownership control, Voting Control, Board Control & Financial control over Selected Start-Up and advising for incorporation of some new clauses in the Agreement.

ii) Post Investment -

1. Mentoring and guidance to GAIL Start-Up Team and GAIL Funded Start-ups as referred by GAIL.
2. Analysis/Review of Quarterly/Half yearly performance report of the Start-Up and providing valuable inputs for improvement in the system.
3. Analysis/studies of significant events, as referred by GAIL, like change in cap table/ further funding/Change in Capital Structure/ any other relevant event etc., and providing inputs on the impact of these events on GAIL's Investment.
4. Periodic Analysis/Studies of GAIL's investment in the Start-Ups for any exit opportunities as referred by GAIL.
5. Providing comments/ Inputs on various documents like ESOP Scheme, Notices, SHA /SSHA/Share Subscription Agreement (SSA), Article of Association (AoA), Special

Business items of EGM Notices etc., provided by GAIL funded Start-Ups and referred by GAIL.

6. Preparing Performance Report for GAIL recommended Start-Up, as referred by GAIL, by zooming in on the latest balance sheet data and applying various ratios on balance sheet data to derive various outcomes like Status of liquid assets w.r.t. total liabilities of the company, debt load, status of actual free cash flow. Net debt to EBITDA, can EBIT easily cover its interest expenses, Burn Rate, Runway, Revenue Growth Rate, Gross Margin, Profit Margin, and KPI related etc.

iii) Institution-related service-as referred by GAIL

1. Startup Ecosystem related knowledge transfer
2. Policy review and recommendation
3. Process review and recommendation
4. Documentation review and advice for any relevant interventions

iv) Direct Support to Investee/ Business Entity - Supporting GAIL Funded Start-Ups in their journey by providing technical and consulting support on case to case basis as referred by GAIL

1. Investee - Business performance review and improvement
2. Accounting review and compliance fulfillment support
3. Business strategy and growth consulting
4. Fundraising preparation
5. Financial and Secretarial due diligence preparation
6. Financial and Legal advisory at the time of fundraising
7. Transaction structuring and documentation support
8. Advising for subject matter expert for Exit.

Note: The above scope of work is only indicative/generic. Based on the work requirement from time to time, detailed work scope will be framed and the consultant will carry out the same in line with GAIL requirements.

C. SPECIFIC DELIVERABLES:

- a) Submission of a Draft Report on each assigned work by GAIL from time to time.
- b) Presentation to GAIL on the Draft report, if required by GAIL.
- c) Submission of final report after incorporating GAIL's suggestion/comments on the draft report.

D. Substitution of Named Key Personnel

One common type of variation involves a substitution of key personnel identified by name in the contract. Sometimes a change of personnel is unavoidable because of resignation, illness, accident, inadequate performance, or personality conflict. The contract must specifically make provision for terms and conditions under which key personnel can be replaced, about the remuneration to be paid etc. When personnel are to be replaced, certain factors need to be considered:

- i) Any replacement should be as well qualified or better qualified than the person being replaced;
- ii) The remuneration should not be more than that was agreed upon for the person being replaced;
- iii) The consultant/ service provider should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).

Substitution of key personnel during execution of consultancy contract:

- i) Quality in consultancy contracts is largely dependent upon deployment and performance of key personnel, during execution of the contract.
- ii) The following conditions should be incorporated in tender documents for procurement of consultancy services:
 - a) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.
 - b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
 - c) In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage). In case such percentages are not relevant, or for some other practical considerations, for a particular contract, the procuring entity may formulate a suitable mechanism following the above logic, which should be specified in the tender documents.
- iii) Make use of IT enabled systems at the designated place of deployment to ensure presence of key personnel as for the schedule of deployment.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
 - ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)
2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above” as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - (i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.
 - (ii) L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is “MSE but non-Class-I local supplier” or “Non-MSE but Class-I local supplier” – Contract is be awarded to L1.
 - B. L1 is “Non-MSE non-Class-I local supplier” - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only “MSE Class-I local supplier” are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

Signature Not Verified

Digitally signed by ASHISH GOEL
Date: 2024.03.07 11:05:25 IST
Location: eProcurement System for
Central PSUs