LETTER OF ACCEPTANCE

To
SAIRAM ENGINEERS
411 & 412
OPP SADGURU VATIKA
NIKOL
AHMEDABAD-382350
Gujarat ,India
Tele No : 07935600338

LOA No. **:** GAIL/HZR/118545/5300041067/FL-74C/23-24
Dated **:** 29.04.2024

RFQ No. & Date : 3300099722 Dt. 20.03.2024
Your offer/Qtn.No.: 686813
Qtn. Dt. : 28.03.2024
E Tender No.: NIL
Vendor Type : OTHERS (Non-MSE)
Vendor GSTN No : 24ADTFS2650N1ZG

Kind Attn : Hitesh Panchal

Name of Work : SITC OF MODIFICATION OF FLOODING SYSTEM INSTALLED AT KOSAMBA & JHAGADIA HVJ PIPELINE STATION.

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:

Scope of Work : Scope of work under this contract shall be as detailed in enclosed document.

Contract Value : The estimated contract value including all taxes and duties under this contract works out to INR 1,156,400.00

Price Basis:
ITEM 1 **Modification/upgradation of CO2 RR-2 & 3** **INR** 1,156,400.00

Abnormally High Rated Items :
No AHR Items.

Duration of Contract/Completion Schedule :
The effective date of start of service order shall be reckoned from the date of issue of Letter of Acceptance. The #Modification of CO2 Flooding system installed at Kosamba & Jhagadia of HVJ Pipeline Station.# is to be completed within 2 Months from the date of LOA. This time-period includes the intervening holidays and non-working days as well.
The vendor representative requires providing a minimum, mandatory 1 (one) man-day training on the offered product after installation, testing and commissioning. All the features and usage needs to be imparted in this training. Telephonic assistance for queries related to the product, whenever need arises in future.

Performance Bank Guarantee:
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1) You are required to furnish the Security Deposit of value equivalent to 10% of Annualized contract value (excluding taxes & duties) i.e. Rs. 98,000.00 (Rupees Ninety-Eight Thousand only) through SFMS mode for the due and faithful performance of the work within 30 days of the date of award by way of 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 in acceptable format provided by GAIL.

PBG may be accepted from any Indian Scheduled Bank or other than the Nationalized Indian Banks must be Commercial banks 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 a letter head.

2) Validity: The Performance Bank Guarantee shall remain valid upto 90 days beyond the expiry of Defect-Liability-Period (DLP) i.e. upto 29.06.2025 and claim expiry date upto 29.09.2025.

Note:
(i) The Contract Performance Guarantee will be obtained for a period of 90 days beyond the contract period/ duration and applicable Warranty/ Guarantee /Defect Liability Period (if any).

(ii) Contract Performance Guarantee is to be submitted by bidder within 30 days after issuance of Fax of Acceptance (notification of Award) and in event of delay in submission of CPBG / SD, the contract can be terminated.

(iii) However, if termination of contract is not in the interest of GAIL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPBG / SD.

(iv) Further, where contractor/ vendor/supplier is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting, further period for submission of CPBG (beyond 60 days) can be given.

(v) This provision is applicable only in case where contractor/ vendor/supplier is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting.

(v) In case Security Deposit is deducted from the due payment of contractor/ vendor/supplier against such order/ contract, EIC/CIC is to provide the details to concerned dealing C&P for compliance to submission of CPBG.

(v) For remaining cases, non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/ contract and subsequent actions following termination as per the tender.

Contract Agreement:
You shall execute contract agreement, as per the proforma of Agreement provided in General Conditions of Contract of Bid Document, within 15 days from the receipt of this Letter of Acceptance. The same shall be executed on a Non-Judicial stamp paper of appropriate value and the cost of stamp paper shall be borne by you.

Payment Terms:
100% of payment shall be released through Vendor Invoice Management (VIM) after successful completion of work, final acceptance of the product, display of SOP, nomenclature and training/demo etc.

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

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 signed 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).

Paying Authority:
Vendor Invoice Management (VIM)
GAIL is implementing 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 submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA).

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 forprocurement 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. ayment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement".

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

NG Comp Stn - Hazira	(3011)	24AAACG1209J1Z2

GAIL has implemented Vendor Invoice Management System for processing of invoices w.e.f. 01.04.2023. The solution has been configured to handle both physical invoices as well as digitally signed invoices. This system optimizes the invoice management at GAIL and expedite their processing. 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 should be system generated and no handwritten invoices shall be eligible for OCR conversion on VIM portal.

Your Bank Details :
Please note that details of your bank account in our system are as under. You are requested to verify the same and intimate discrepancies, if any
Account No. - 9601392782
Bank Name - KOTAK MAHINDRA BANK
IFSC Code -   KKBK0002575

Price Reduction Schedule:
Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER'S

defaults, the Total Contract price shall be reduced by 1/2 %, of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/Contractor's Contract Performance Security payable on demand.

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

Defect Liability Period:
Not Applicable.

Contract Document:

FOI Reference/Regularization:

Engineer-In-Charge:
Sh. Sujoy Chatterjee, Sr. Manager (F&S) shall be the Engineer Incharge for this Work. You may please contact the EIC for further instructions regarding execution of the job.

Other Contractual Stipulations:
1. SCOPE OF WORK:

The Scope of work under this contract shall be as detailed in our tender no. GAIL/HZR/C&P/118545/FL-74C/23-24 (GePNIC Tender ID.2024_GAIL_190743_1 dated 12.03.2024 and this Letter-of-Acceptance (LOA), along with its enclosures.

2. TOTAL CONTRACT VALUE:

- The total contract value is Rs. 11,56,400.00 (Rupees Eleven Lakh Fifty-Six Thousand Four Hundred Only), as detailed in the Schedule of Rates, inclusive of Levies, Taxes, Duties, GST@18% and all other charges necessary for carrying out the job. The applicable taxes shall be clearly indicated in the invoice.

- No escalation, except statutory variation in taxes (as per RFQ), will be entertained during the complete contract period.

3. TERMINATION OF CONTRACT:

The contract can be terminated with applicable notice-period, for the reasons specified in the tender Documents.

Warranties / Guarantees:
The #Modification of CO2 Flooding system installed at Kosamba & Jhagadia # HVJ Pipeline Station.# Shall have a standard Comprehensive Warranty coverage backed by the vendor for a period of at least 12 Months from the date of acceptance of the item at GAIL. If during this warranty period any defect occurs, the Vendor shall rectify the same at his own cost. During the warranty period, the vendor needs to make sure that any reported defect/ malfunction is repaired/ rectified within a period of 15 days. All consumable/supplied equipment/ system etc. item shall be part of the comprehensive warranty coverage.
In case of poor warranty period response, appropriate deductions shall be made from bank guarantee and further actions regarding banning/ suspension of the vendor as per guidelines can be taken.

Extended Stay Compensation:

Terms of delivery:
The completion schedule is binding and essential and consequently, no delay is allowed without the written approval of GAIL. Any request concerning delay will be void unless accepted by GAIL through a modification to the CONTRACT. Completion schedule as agreed & accepted as a part of contract shall include time for mobilization in all respect, submission of drawings for approval, incorporation of comments, if any, and final approval of drawing by GAIL, execution/erection, testing, if any, commissioning, if any and handing over of contracted supply, works & services,

complete in all respect as per provisions of contract. In the event of delay in delivery, beyond contractual completion date, Price Reduction Schedule / Liquidated Damages as stipulated in this bidding document shall apply.

General Conditions of Contract:
Shall be fully applicable as per General Conditions of Contract (GCC services) of our Bid Documents. However, if the condition(s) deviate elsewhere in this order, then the condition(s) stand modified accordingly.

Special Conditions of Contract:
"Scope of Work" and "Special Conditions of Contract" shall be applicable, as per tender document.

Enclosures :

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

For & on behalf of
GAIL (India) Ltd.

(Authorized Signatory)

NAME :
DESIGNATION :

CONTRACTOR'S ACCEPTANCE:

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

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

Vendor Code: 108035040
SAIRAM ENGINEERS

LOA No. **:** GAIL/HZR/118545/5300041067/FL-74C/23-24
LOA Date : 29.04.2024

SCHEDULE OF RATES

Item : 1 - Modification/upgradation of CO_2 RR-2 & 3
Plant : 3011 - NG Comp Stn - Hazira- Gujarat (GJ)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	SITC of Modification of CO2 Flooding	1	LS	980,000.00	980,000.00	

SITC of Modification of CO2 Flooding system installed at Kosamba & Jhagadia # HVJ Pipeline Station.

Work Order Item 00001 Basic Item Value : INR 980,000.00
(RUPEE NINE HUNDRED EIGHTY THOUSAND ONLY)
Item Specific Conditions :
Total Tax = 176,400.00
18 % GST (SGST 9 % + CGST 9 %)- Cenvatable-(SX)
Total item value including taxes & duties : INR 1,156,400.00

Total estimated contract value excluding all tax and duties : 980,000.00
(RUPEES NINE LAC EIGHTY THOUSAND ONLY)

Total estimated contract value inluding all tax and duties : 1,156,400.00
(RUPEES ELEVEN LAC FIFTY-SIX THOUSAND FOUR HUNDRED ONLY)

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

Signature Not Verified

Digitally signed by PRADEEP KUMAR SHUKLA
Date: 2024.04.29 10:57:24 IST
Location: eProcurement System for Central PSUs