



## **GAIL Gas Limited**

{ A wholly owned subsidiary of GAIL (India) Limited }

GAIL Jubilee Tower, B-35/36,  
3rd Floor, GAIL Info Hub,  
Sector-1, Noida,  
Distt – Gautam Buddh Nagar, U.P. – 201301

### **TENDER DOCUMENT FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29**

**[OPEN DOMESTIC COMPETITION BIDDING]**

**Tender No.: GAIL GAS/NOIDA/7205/PK/25-26/125  
NIC Tender ID: 2026\_GAILG\_272366\_1**

**GeM Availability Report: GEM/GARPTS/24032026/D7HPNATLCLOI  
[VOLUME – I OF I]**



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# **SECTION-I**

## **Invitation for Bids**



**INVITATION FOR BIDS (IFB)**  
(Section-I)

**Ref No: GAIL GAS/NOIDA/7205/PK/25-26/125**

**Date: 08.04.2026**

**To,**  
**[PROSPECTIVE BIDDERS]**

**SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.**

**Dear Sir/Madam,**

- 1.0 GAIL Gas Limited (CIN U40200DL2008GOI178614), a wholly owned subsidiary company of M/s. GAIL (India) Limited having registered office at 16, Bhikaji Cama Place, R.K. Puram, New Delhi, invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

<b>(A)</b>	BRIEF SCOPE OF WORK/SERVICES	HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29	
<b>(B)</b>	TENDER NO. & DATE NIC Tender ID:	GAIL GAS/NOIDA/7205/PK/25-26/125 Dated 08.04.2026 <b>2026_GAILG_272366_1</b>	
<b>(C)</b>	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
<b>(D)</b>	TYPE OF TENDER	E-TENDER	<input checked="" type="checkbox"/>
		MANUAL	<input type="checkbox"/>
<b>(E)</b>	CONTRACT PERIOD	The contract period shall be three (3) years, from 01.04.2026 to 31.03.2029, extendable by a further period of one (1) year.	
<b>(F)</b>	BID SECURITY / EARNEST MONEY DEPOSIT	Rs. 77,836/- Further, MSEs and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security	



	(EMD)	as per proforma provided in tender document.
(F1)	DECLARATION FOR BID SECURITY	MSEs and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma as Form F-2A.
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 08.04.2026 to 29.04.2026 on following websites: (i) GAIL Gas Tender Website: <a href="https://gailgastenders.gail.co.in">https://gailgastenders.gail.co.in</a> (ii) Govt. CPP Portal - <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> (iv) GAIL Gas Website: <a href="http://www.gailgas.com">http://www.gailgas.com</a>
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 15.04.2026 Time: 11:00 Hrs Pre-bid meeting shall be conducted through video conferencing. Link is as under: <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/44563830208981?p=RegSud5gg9Zqybts3N">https://teams.microsoft.com/meet/44563830208981?p=RegSud5gg9Zqybts3N</a> Meeting ID: 445 638 302 089 81 Passcode: gV7uP9wd
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date: 29.04.2026 Time: on or before 1400 hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date: 30.04.2026 Time: at 1500 hrs.
(K)	CONTACT DETAILS	Name : Pankaj Kumar Designation: Ch. Manager (C&P) Phone No. & Extn : 0120-4862400 Ext. 2347 e-mail : <a href="mailto:dineshkbellani@gail.co.in">dineshkbellani@gail.co.in</a>

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

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document. The IFB is an integral and inseparable part of the bidding document.

4.0 The following documents in addition to uploading in the e-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 along with the e-bid within the Due Date & Time of Bid Submission:

- i) EMD/Bid Security /Declaration for Bid Security (as applicable)  
[Note: Submission of original is not applicable for online banking transaction]
- ii) Line of Credit (if applicable)

5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. 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.

Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (H) of IFB and 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 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) 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. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

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

This is not an Order/Contract.

For & on behalf of GAIL Gas Limited

(Pankaj Kumar)  
Ch. Manager (C&P)



**SECTION-II**  
**BID EVALUATION CRITERIA (BEC)**  
**AND**  
**EVALUATION METHODOLOGY**



## **BID EVALUATION CRITERIA (BEC)**

(Section-II)

### **A. Technical (Experience) Criteria:**

**A.1** (i) Bidder must have executed at least three (03) contracts/audits, each of minimum executed value of Rs. 6.12 Lacs for Statutory Audit/ Internal Audit job in any of the previous 7 years reckoned from bid due date for a company having a minimum turnover of Rs. 1000 Crores during that period engaged in City Gas Distribution/Oil & Gas/Petrochemical/Fertiliser/Refinery/ Power / Mining / Process Industry.

**OR**

(ii) Bidder must have executed at least two (02) contracts/audits, each of minimum executed value of Rs. 7.65 Lacs for Statutory Audit/ Internal Audit job in any of the previous 7 years reckoned from bid due date for a company having a minimum turnover of Rs. 1000 Crores during that period engaged in City Gas Distribution/Oil & Gas/Petrochemical/Fertiliser/Refinery/ Power / Mining / Process Industry.

**OR**

(iii) Bidder must have executed at least a single contracts/audits, each of minimum executed value of Rs. 12.25 Lacs for Statutory Audit/ Internal Audit job in any of the previous 7 years reckoned from bid due date for a company having a minimum turnover of Rs. 1000 Crores during that period engaged in City Gas Distribution/Oil & Gas/Petrochemical/Fertiliser/Refinery/ Power / Mining / Process Industry.

**A.2** In case the bidder does not have experience as mentioned at sl. no. A.1 (i to iii), bidder can submit their bid on the basis of technical experience of foreign based another company (supporting company) besides complying to the conditions mentioned at clause no. H below.

The foreign based supporting company also to meet other criteria(s) as mentioned above at sl. no. A.1 (i & iii) or the criteria at sl. no. A.3 as applicable.

**A.3** In case the bidder is executing a rate contract of above which is still running and the contract executed value till one day prior to the due date of bid submission is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has to submit satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

**A.4** A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.



### **Notes to BEC-Technical:**

- (i) Experience acquired by a bidder as a sub-contractor can be accepted against submission of requisite certificate / documents from end user by such bidder along with other specified documents.
- (ii) Bids of Joint Venture / Consortium will not be acceptable.
- (iii) In case bidder has executed multiple order/contracts under a rate contract/agreement or against a single tender , all executed orders/contracts shall be considered as single order/contract for evaluation of credentials of a bidder for meeting the experience criteria as mentioned above.
- (iv) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. F below.
- (v) To ensure compliance with Companies Act and maintain independence, the internal auditors should be different from the statutory auditors and cost auditors. Therefore, the statutory auditors and cost auditors of GAIL Gas Ltd. during the relevant period/part period cannot participate in the instant tender.

### **B. Financial Criteria:**

**Not Applicable in this instant tender**

### **C. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:**

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

~~(b) **BEC (Financial Criteria):**~~

~~(i) **For Annual Turnover:**~~

~~The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.~~

~~(ii) **For Net Worth & Working Capital:**~~

~~The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.~~

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>



- D.** 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.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GAIL Gas for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

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

- E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE 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), AS AMENDMED TIME TO TIME**

Relaxation of prior turnover and prior experience for STARTUPS not applicable for this tender

- F. Documents required to be submitted/uploaded by bidder along with the bid for qualification of BEC:**

Sl. No.	BEC Clause no.	Description	Documents required for qualification
<b>Technical Criteria</b>			
1	A.1	Experience against execution & completion of order.	Copies of Order/LOA/Contract/Agreement along with proof of execution / completion i.e. Completion / Execution Certificate issued by owner / end user / authorized consultant in support of experience criteria. The completion / execution certificate must indicate work order number, date, scope of work, contract value, contract period and executed value.  For Statutory Auditors- Engagement Letter/Appointment Letter/ CAG appointment letter/Form ADT-1 filed with ROC along with audit report /financial statements/ UDIN verification in support of experience



			<p>criteria. For calculating order value the audit fee received for which invoice raised and payment proof are to be submitted.</p> <p>To meet the criteria of minimum Turnover of Rs. 1000 Crores as mentioned at clause no. A.1. of BEC-Technical, bidder to submit audited financial statement(s) of the client during that period.</p> <p>Documentary evidence like Audited Financial Statement of the client(s) (including Balance Sheet and P&amp;L statement) and a certificate issued by Chartered Accountant with UDIN (not being employee/ partner of the bidder) towards minimum turnover of Rs. 1,000 Crores in the year of audit</p> <p>OR</p> <p>UDIN verification documents details mentioning the turnover amount from ICAI website.</p>
2	A.2	Technical Experience of foreign based another company (supporting company)	<p>Bidder must submit/upload:</p> <p>Documentary evidence as per requirement at sl. no. A.2 besides the documents as applicable against sl. no. H</p>
3	A.3	Experience against execution of running Contract	<p>Bidder to comply the documents as mentioned under A.1 above.</p> <p>Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "A.1" above must be submitted/uploaded clearly mentioning the executed <b>value till one day prior to bid submission due date</b>, which must be equal to or more than the minimum prescribed value mentioned at sl. No. A.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed value etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.</p>
4	A.4	Jobs executed for Subsidiary / Fellow subsidiary/ Holding	<p>Bidder must submit/upload:</p> <p>Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of</p>



		company	statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary /Holding Company.
5	J	Bidder which shares a land border with India	Bidder must submit/upload: Documentary evidence as per requirement at sl. no. J below.
Bidder to note that 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.			
<b>Note: Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).</b>			

**G. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:**

<b>Technical Criteria of BEC</b>	<p>All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by authorized signatory of the bidder.</p> <p>Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:</p> <p>Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.</p> <p>Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in manufacturer's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.</p>
<b>Financial Criteria of BEC</b>	<b>Not Applicable</b>

Note:

1. All documents in support of BEC and all other tender provisions should be scanned and uploaded in the portal.



2. In the absence of the requisite document, GAIL Gas reserves the right to reject the bid without any further reference to the bidder.

**H. ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) AS UNDER**

**Not Applicable in this instant tender**

- I. **Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.**

**J. CLAUSE REGARDING PROVISION FOR 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]



**K. BID EVALUATION METHODOLOGY FOR AWARD:**

1. The evaluation of bids will be made on following basis:
2. GAIL Gas Ltd. will evaluate and compare the bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.
3. Techno-commercial Evaluation of the bids will be done first against the BEC stipulated in relevant Section of the tender document to qualify the bidders.
4. The Bids of the qualified bidder(s) shall be further assessed as per the Bid Assessment Criteria/Bid Evaluation Methodology as under:
5. **Methodology of Technical Evaluation (Evaluation of Quality):**
  - i. GAIL Gas Limited shall evaluate each technical proposal considering the criteria like relevant experience for the assignment, qualification of the key staff, financial competency, Location preference etc.
  - ii. A minimum qualifying mark on technical points to be scored is 70 (i.e. out of maximum 100 marks) for opening of the price bid.
  - iii. The technical evaluation of the proposal shall be done on the basis of Evaluation of Quality and the aggregate score less than the minimum qualifying marks i.e. 70 (i.e. out of maximum 100 marks) will be disqualified.

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
01	Bidder should be a CA/CMA Firm/LLP having a full-fledged office set-up in Noida/Delhi/ Greater Noida/ Gurugram /Faridabad / Ghaziabad. This office shall be responsible for conducting internal audit of GAIL Gas Ltd. as per this tender.	10	Extra 2 points for bidders having additional office in Bengaluru City  Documents Required 1.Copy of Lease/ Rent agreement in case of Rented Office which has valid date. 2.Copy of Registered Deed/Power of Attorney/ Municipal Tax Receipt/ Property Tax Receipt for owned Premises.  The above documents are to be duly certified / attested by Notary Public with legible stamp.	12



Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
02	Bidder should have at least Ten years of standing in the profession of Chartered Accountancy/ Cost Accountancy.	15	<p>Extra 01 mark for each year for having more than 10 years of standing in the profession subject to maximum of 05 such marks.</p> <p><b><u>Documents required:</u></b></p> <p><b>In case of company:</b></p> <p>Bidder shall provide copy of Incorporation/ Registration Certificate of the company depicting date of incorporation/registration duly certified / attested by Notary Public with legible stamp.</p> <p><b>In case of Proprietorship / Partnership Firm:</b></p> <p>Bidder shall provide copy of registration certificate under “Shop &amp; Establishment Act” / “Trade Licence” including Affidavit or Partnership Deed (as applicable) duly certified / attested by Notary Public with legible stamp.</p>	20
03	<p>Bidder should have at least six (06) qualified Chartered Accountants (CA) and/or qualified Cost Accountants (CMA) and/or qualified Chartered Engineer including partners.</p> <p>(He /She should be a partner/regular employee of the bidder for a minimum post qualification period of one year as on due date of submission of bid)</p>	10	<p>Extra 01 mark for each qualified Chartered Accountant and/or qualified Cost Accountant and/or qualified Chartered Engineer with minimum one year of post qualification employment as a partner /regular employee in the bidder’s firm in excess of minimum requirement of Six (06) subject to maximum of 06 such marks.</p> <p><b><u>Documents required:</u></b></p> <p>Bidder shall provide duly</p>	16



Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
			Notarized affidavit mentioning the details of qualified Chartered Accountants and/or qualified Cost Accountants and/or Chartered Engineer along with their Membership numbers & date and joining dates.	
04	Bidder should have experience of conducting Internal/Statutory Audit of at least one company engaged in any of the industries related to Oil & Gas /Petrochemical/Fertiliser/ Refinery/ Power / Mining / other Process Industry having a minimum turnover of Rs. 1000 Crores in any of the year of audit. (During preceding 07 years i.e. FY 2018-19 to till date)	15	Extra 02 marks for conducting internal/statutory audit for each additional company engaged in any of the industries related to Oil & Gas /Petrochemical/Fertiliser/ Refinery/ Power / Mining / other Process Industry having a turnover of Rs. 1000 Crores in any of the year of audit. (During preceding 07 years i.e., FY 2018-19 to till date) which is in excess of the minimum requirement of one, subject to maximum of 06 marks. <b><u>Documents required:</u></b> Bidder shall provide Copies of work order / LOA along with the corresponding Completion Certificate (issued on the letterhead of the client / end user / authorized consultant of the client) duly certified / attested by authorized signatory of the bidder.  For Statutory Auditors- Engagement Letter/ Appointment Letter/ CAG appointment letter/Form ADT-1 filed with ROC along with audit report /financial statements/ UDIN verification in support of experience criteria. For calculating order value the audit	21



Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
			<p>fee received for which invoice raised and payment proof are to be submitted.</p> <p>Documentary evidence like Audited Financial Statement of the client(s) (including Balance Sheet and P&amp;L statement) and a certificate issued by Chartered Accountant with UDIN (not being employee/ partner of the bidder) towards minimum turnover of Rs. 1,000 Crores in the year of audit</p> <p>OR</p> <p>UDIN verification documents details mentioning the turnover amount from ICAI website.</p>	
05	Bidder should have experience of conducting Internal/Statutory Audit of at least one City Gas Distribution/ Gas transmission company during preceding 07 years i.e., FY 2018-19 to till date	05	<p>a) Extra 02 marks for conducting Internal/Statutory audit of each additional City Gas Distribution/ Gas Transmission company during preceding 07 years i.e. FY 2018-19 to till date, which is in excess to minimum requirement of one subject to maximum 04 marks.</p> <p>b) Extra 01 marks for conducting internal/statutory audit of each Central Public Sector Undertaking (CPSU) engaged in any of the industries related to City Gas Distribution/ Gas transmission in any of the year of audit during preceding 07 years i.e., FY 2018-19 to till date, subject to maximum 02 marks.</p> <p><b><u>Documents required:</u></b></p>	11



Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
			Bidder shall provide Copies of work order / LOA along with the corresponding Completion Certificate (issued on the letterhead of the client / end user / authorized consultant of the client) duly certified / attested by authorized signatory of the bidder	
06	Annual Turnover of the Bidder equal to or more than Rupees 50 Lacs as per their latest audited financial statements.	5	Bidder shall provide Audited Financial Statements duly certified / attested by Notary public with legible stamp. Empanelment with CAG-5 marks  In case bidder is not-empanelled with CAG then zero marks will be allotted. However, bidder shall not be rejected given the bidder is qualifying in other parameters.	10  For Turnover-Maximum marks-5  For Empanelment with CAG-5 marks
07	Bidder having exposure of conducting Internal/Statutory Audit job in SAP based Environment.  (During preceding 07 years i.e. FY 2018-19 to till date)	10	Bidder shall provide affidavit mentioning name of companies, period of audit etc. duly certified / attested by Notary public with legible stamp.	10
<b>Total</b>		<b>70</b>		<b>100</b>

#### 6. EVALUATION AND AWARD METHODOLOGY:

- Only techno-commercially qualified bidders and the bidder securing minimum **70** Marks against the Technical Points (Evaluation of Quality, mentioned at clause no. 1) shall be considered for price bid opening. Price Bids shall be evaluated based on overall cost to GAIL Gas Limited including applicable GST (CGST & SGST/UTGST or IGST). Contract will be awarded to the bidder who has secured highest total score combining technical and financial score as stipulated under “COMBINED QUALITY AND COST EVALUATION”.
- The bidder shall quote as percentage (plus OR minus) over Total Estimated Cost (inclusive of GST) as indicated in the SOR. The quoted plus (+) percentage shall be added on Total Estimated Cost (inclusive of GST) and quoted minus (-) percentage shall be deducted from Total Estimated Cost (inclusive of GST), for evaluation. The Bidder's quoted amount shall



be based on complete Scope of Work and other terms & conditions mentioned in tender document and its amendment (if any).

- In case, any techno-commercially qualified bidders quote beyond plus OR minus 5% over Total Estimated Cost (inclusive of GST), their price bid will not be considered for further evaluation and will be disqualified.
- The taxes and duties are to be considered for evaluation and award purpose. The cost shall include all consultant's remuneration and other expenses such as travel, translation, report printing, or secretarial expenses.

The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points.

The financial

scores of other proposals should be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= amount of financial proposal

- **COMBINED QUALITY AND COST EVALUATION**

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.8

Fw= weight assigned to financial score i.e. 0.2

For example, if the combined technical score is 80, financial score is 90, then the total score (S) works out to  $S = 80 \times 0.8 + 90 \times 0.2 = 82$

Contract will be awarded to the bidder who has secured highest total score combining technical and financial score. In case more than one bidder is tied up at one position, contract will be awarded to the bidder who has secured more score against the Technical Evaluation.

In case of further tie in the score against the Technical Evaluation (Evaluation of Quality), then, contract will be awarded to the bidder, whose turnover during last audited financial statement is higher.

**Note 1:**

- 1) 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.
- 2) In case any cess on GST is applicable, the same shall also be considered in evaluation.
- 3) The conditions for availing purchase preference as per PPP-2012 (Public Procurement Policy for MSEs-2012) & PPP-MII (Make In India) like bidder's price in the specified price band, bidder agreeing to match L1 Price, etc. shall be applicable as given in the tender under relevant clauses.



Purchase preference as per PPP-2012 & PPP-MII as mentioned in ITB of tender document shall be applicable considering tender as non-splitable.

Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price(s) of SOR.

**L. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS:**

- i. Offer from the following type of bidders / members of consortium will not be considered:
  - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
  - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- ii. It will be responsibility of the bidder/contractor/vendor to inform GAIL Gas within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by GAIL Gas/PMC.
- iv. GAIL Gas reserve the right to cancel / terminate the contract without any liability on the part of GAIL Gas immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as Annexure-II to Section-II



## **Schedule I**

### List of Category-I Sensitive sectors:

<b>Sr. No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Brocasting/ Print and Digital Media
(iii)	Defense
(iv)	Space
(v)	Telecommunications

## **Schedule II**

### List of Category-II Sensitive sectors:

<b>Sr. No.</b>	<b>Sector</b>
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

## **Schedule III**

### List of Sensitive Technologies:

<b>Sr. No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software



## Form-I to Section II

### UNDERTAKING ON LETTERHEAD

To,  
M/s GAIL GAS LIMITED

---

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (*Name of Bidder*) is:

- (i) Not from such a country [ ]
- (ii) If from such a country, has been registered with the Competent Authority. [ ]  
(Evidence of valid registration by the Competent Authority shall be attached)

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

We hereby certify that bidder M/s\_\_\_\_\_ (*Name of Bidder*) fulfils all requirements in this regard and is eligible to be considered against the tender.

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



FORM-III to Section-II

**DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY**  
**CODE 2016**

**(to be submitted on letter head of bidder)**

To,  
M/s GAIL GAS LIMITED

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID:  
2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING  
INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Dear Sir,

I/ We hereby declare that I/We, M/s \_\_\_\_\_, declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

- (a) \_\_\_\_\_  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_

(Attach details in separate sheet)

(i) Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to GAIL Gas.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, GAIL Gas Limited shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to GAIL Gas Limited.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation

Seal:



## Appendix-A1 to Section II

### ~~FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.~~

~~This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.~~

~~Whereas~~

~~M/s. GAIL GAS Limited (hereinafter referred to as GAIL GAS) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]~~

~~And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.~~

~~Now, it is hereby agreed to by and between the parties as follows:~~

- ~~a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to GAIL GAS for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL GAS directly for any clarifications etc. in this context.~~
- ~~b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender/ Contract for which offer has been made by the bidder and accepted the GAIL GAS.~~
- ~~c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.~~
- ~~d) This agreement will remain valid till validity of bidder's offer to GAIL GAS including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL GAS to the bidder.~~
- ~~e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL GAS.~~



- f) ~~The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL GAS, however without prejudice to any rights that GAIL GAS might have against the Supporting Company~~
- g) ~~It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL GAS for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.~~

~~In witness whereof, the parties hereto have executed this agreement on the date mentioned above.~~

<del>For and on behalf of _____</del>	<del>For and on behalf of _____</del>
<del>(Bidder) _____</del>	<del>(Supporting Company) _____</del>
<del>M/s. _____</del>	<del>M/s. _____</del>

<del>Witness: _____</del>	<del>Witness: _____</del>
<del>1) _____</del>	<del>1) _____</del>
<del>2) _____</del>	<del>2) _____</del>



**Appendix-A2 to Section II**

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR**

**————— (to be executed on plain paper)**

~~THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.~~

**FOR**

~~M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.~~

**TOWARDS**

~~M/s GAIL GAS Limited, a company duly registered under the law of India having its Registered Office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066, India, and having Purchase center at ..... hereinafter called “GAIL GAS” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees~~

~~WHEREAS GAIL GAS has invited tender number ..... for ..... on ....., and the bidder has submitted it bid number..... in response to the above mentioned tender invited by GAIL GAS.~~

~~AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.~~

~~AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GAIL GAS at any stage.~~

~~The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.~~

~~The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.~~

~~Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL~~



~~GAS to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:~~

- ~~1. The Guarantor unconditionally agrees that in case of non performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL GAS, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL GAS and duly perform the obligations of the Bidder to the satisfaction of the GAIL GAS.~~
- ~~2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.~~
- ~~3. The Guarantor shall be jointly and severally responsible to GAIL GAS for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non performance thereof.~~
- ~~4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non performance under the contract entered between GAIL GAS and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.~~
- ~~5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL GAS, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL GAS.~~
- ~~6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL GAS.~~
- ~~7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL GAS under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.~~
- ~~8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.~~
- ~~9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL GAS, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL GAS, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL GAS shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL GAS about performance of the bidder / Supplier shall be final and shall not be questioned~~



by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GAIL GAS, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL GAS, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL GAS shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL GAS about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING GUARANTEE**

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



**~~Appendix-A2A to Section II~~**

**~~CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY~~**

~~“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”~~

~~The above certificate should be enclosed along with the Guarantee.~~



Appendix-A3 to Section II

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**  
**CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

To, M/s GAIL GAS Limited  _____	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "SUPPLIER" 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 \_\_\_\_\_ (herein after called CONTRACT) for GAIL GAS Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL GAS" which expression shall wherever the context so require include its successors and assignees).

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head office at \_\_\_\_\_ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between GAIL GAS and the SUPPLIER and GAIL GAS having agreed that the 'SUPPORTING COMPANY' shall furnish to GAIL GAS a performance guarantee for Indian Rupees/US\$ ..... towards providing complete financial and other support to the SUPPLIER for successful completion of the contract as mentioned above,

The said M/s. \_\_\_\_\_ (Supporting Company) 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 (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US



Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL GAS on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL GAS in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

2. The Bank also agrees that GAIL GAS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL GAS may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that GAIL GAS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL GAS against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GAIL GAS or any indulgence by GAIL GAS to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GAIL GAS under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GAIL GAS discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL GAS or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. /US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
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.
10. 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

11.

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 GAS 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

E-mail:

Telephone/Mobile No.:





**INSTRUCTIONS FOR FURNISHING**

**"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. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. 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 Purchaser as per format appended below.
3. The Bank Guarantee 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.
4. 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.

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

1	<b>BANK GUARANTEE NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
3	<b>BANK GUARANTEE AMOUNT</b>	:				
4	<b>PURCHASE ORDER/ LOA NO</b>	:				
5	<b>NATURE OF BANK GUARANTEE</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANCE BANK GUARANTEE</b>	<b>SECURITY DEPOSIT</b>	<b>EM D</b>	<b>ADVANCE</b>
6	<b>BG ISSUED BANK DETAILS</b>	(A)	<b>EMAIL ID</b>			
(B)		<b>ADDRESS</b>				
(C)		<b>PHONE NO</b>				



**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 as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in Invitation for Bid (the “**Tender Document /Bid Document**”) issued by Employer. Employer/Owner/GAIL GAS occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services 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', ‘Offer’ & ‘Proposal’ 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. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by GAIL GAS 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 GAS or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL GAS by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL GAS by the bidder.



It shall be the sole responsibility of the bidder to inform GAIL GAS their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 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 / order to successful bidder.

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



### **3 BIDS 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.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.



It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.

## **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 GAS 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 works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 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 GAS 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.

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## **[B] – BIDDING DOCUMENTS**

## **7 CONTENTS OF BIDDING 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]\*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format\*\*
- Section-IV : General Conditions of Contract [GCC]\*\*\*
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing
- Section-VII : 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-II to Section-III i.e. BDS (Bidding Data Sheet).
- \*\*\* General Conditions of Contract - Services is placed at Section-IV of this tender document.

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding 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 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL GAS in writing or email at GAIL GAS's mailing address indicated in the BDS 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 cases where pre-bid meeting is not scheduled. GAIL GAS reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL GAS may respond in writing to the request for clarification. GAIL GAS's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / 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 BIDDING 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 Bidding Documents by 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:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL GAS 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 same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

### **11. DOCUMENTS COMPRISING THE BID**

#### **11.1 IN CASE OF MANUAL TENDERING:**

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

##### **11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:**

- (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) Copies of documents, as specified in tender document
- (d) 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.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- ~~(k) Undertaking as per Form-1 to Annexure-III 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-MH), if applicable.~~
- (l) Undertaking as per *Form-2 to Annexure-III 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-III to Section-III (Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not)*.
- (m) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from



- a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
  - (o) 'Integrity Pact' as per 'Form F-13'
  - (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
  - (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
  - (r) Any other information/details required as per Bidding Document

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

### **11.1.2 ENVELOPE-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL GAS shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) 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.
- iii) 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.
- iv) 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 evaluated 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.
- v) 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.

11.1.3 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.

### **11.2 IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to



Section III), Bidders manual kit and FAQs available in e-tender 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 E-tender portal (<https://etenders.gov.in/eprocure/app>) as follows:

**11.2.1 PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

**11.2.2 PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

**12 BID PRICES**

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding 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 Bidding Document. In case



any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider 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 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, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 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.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

### 13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 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 Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, 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 Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL GAS may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL GAS that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL GAS to the government exchequer, then, that Contactor shall be put under Holiday list of GAIL GAS 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 GAS.



- 13.4 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 Service Provider 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 GAS 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 period shall be to Service Provider '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 GAS 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 GAS'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.

- 13.5 Where GAIL GAS is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**: -

13.5.1 Owner/GAIL GAS will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GAIL GAS 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.

13.5.2 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.

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

13.6.1 Owner/GAIL GAS will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider 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.



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

13.7 GAIL GAS 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.

13.8 In case GAIL GAS 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 GAS has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL GAS 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 GAS or ITC with respect to such payments is not available to GAIL GAS for any reason which is not attributable to GAIL GAS, then GAIL GAS shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL GAS to Service Provider / Supplier.

13.9 Service Provider 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 GAS 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 Service Provider with requisite details.

If input tax credit is not available to GAIL GAS for any reason not attributable to GAIL GAS, then GAIL GAS 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 GAS in future to the Service Provider under this contract or under any other contract.

#### 13.10 **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 Service Provider / supplier may note the above and quote their prices accordingly.

13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL GAS. Further, in case rating of bidder is negative / black listed after award of work, then GAIL GAS shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL GAS.



13.12 GST, as quoted by the bidder in Schedule of Rates, 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 L1 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 GAS shall place orders.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

#### 13.14 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

Supplier 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 GAS as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier 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 Goods with requisite details.

If input tax credit is not available to GAIL GAS for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL GAS 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 supplier under this contract or under any other contract.



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

13.15 **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 Service Provider 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.

13.16 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 GAS. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL GAS, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL GAS.

#### 14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

#### 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 GAS 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 email. A Bidder may refuse the request without forfeiture of his EMD/Bid Security

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

#### 16 **EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with earnest money deposit (i.e. **Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **GAIL GAS Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F-2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.



- 16.2 GAIL GAS shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same 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 Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred 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. Purchaser will verify the BG from issuing bank.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by GAIL GAS as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
    - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.



16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL GAS. The forfeiture amount will be subject to final decision of GAIL GAS based on other terms and conditions of order/ contract.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

#### **16.1 Fixed Deposit Receipt as EMD:**

(i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "GAIL Gas Limited" (GGL).

The FDR shall be in the name of the GAIL Gas Limited A/c..... (Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GAIL Gas. However, GAIL Gas can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GAIL Gas as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Form F-2B**.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

**Bank** means - 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 "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. GAIL Gas will verify the Fixed Deposit Receipt from issuing bank.



- (ii) The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.

#### **16A DECLARATION FOR BID SECURITY**

MSEs and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

#### **17 PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are 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.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding 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 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-I 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 GAS will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GAIL GAS 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 GAS'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) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (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
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) 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 GAS Limited has initiated payments to Service Providers 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.

## **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 GAS may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of GAIL GAS 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 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 GAS after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/physical documents shall be returned immediately.



23.3 EMD /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 GAS 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 GAS 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 GAS 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 GAS's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL GAS 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 GAS 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 GAS 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 Opening:***

GAIL GAS 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 Opening:***

26.2.1 GAIL GAS will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). ~~Price bids are to 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.

26.2.2 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.

## **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 GAS on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GAIL GAS 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 GAS'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 Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding 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 Bidding 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 GAS'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 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 bidder 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.
- (iii) 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.
- (iv) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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 the EMD shall be forfeited / 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**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

### **32 EVALUATION AND COMPARISON OF BIDS**

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

Refer BDS for tie breaker criteria.

### **33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

### **34 PURCHASE PREFERENCE**

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. 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 their bid irrespective of selection made on GePNIC portal.*

## **[F] – AWARD OF CONTRACT**

### **35 AWARD**

Subject to "ITB: Clause-29", GAIL GAS will award the Contract to the successful Bidder



whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

GAIL GAS 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 GAS 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 GAS and successful Bidder (i.e. Service Provider). 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 GAS 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 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL GAS will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 GAIL GAS 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 GAS.

### **37 SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] 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 Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement'



within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

37.2 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding 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 GAS, 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 The Service Provider will also submit covering letter along with CPS as per format at F-4.

38.4 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 forfeiture of the EMD / action as per declaration for Bid Security.

38.5 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.

38.6 Further, the Ministry of Finance (MoF), Department of Financial Services, has issued directions for the online submission of Bank Guarantees, as per letter reference no. F.No.7/112/2011-BOA dated 17th July 2012. Accordingly, the successful bidder shall submit the Contract Performance Security (CPS) through SFMS mode only, directly from the issuing bank to GAIL Gas, in compliance with the aforementioned directions and any



subsequent revisions. In such cases, GAIL Gas will not seek confirmation from the issuing bank.

- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ 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 GAS'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.”

- 38.8 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 GAS. The forfeiture amount will be subject to final decision of GAIL GAS based on other terms and conditions of order/ contract.
- 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 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.12 In case, GAIL Gas 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.**

**38.13 Fixed Deposit Receipt as CPS:**

- (i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of “GAIL Gas Limited” (GGL).

The FDR shall be in the name of the GAIL Gas Limited A/c .....(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without



the discharge letter / NOC/approval of GAIL Gas. However, GAIL Gas can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GAIL Gas as per the format of “**Third Party Deposit Confirmation Letter**” placed as **Form F-2B**.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from GAIL Gas.

Here **Bank** means - 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 “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. GAIL Gas will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR submitted should have a validity of at least ‘three [03] months’ beyond the Warranty Period/Defect Liability Period.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.

### **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-IV which shall supersede the Annexure attached with the GCC.

39.2 Deleted

39.3 Deleted

### **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 Service Provider/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 GAS’s “Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices”, the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL GAS Ltd., to such Service Providers/Bidders.



The Service Provider/ Bidder understands and agrees that in such cases where Service Provider/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL GAS Limited, such decision of GAIL GAS Limited shall be final and binding on such Service Provider/ 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**

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 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 MSE(s) 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.

40.4 If against an order placed by GAIL GAS, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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.

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.6 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.

40.7 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 GAS is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s M1xchange (Mynd Solutions Pvt Ltd), New Delhi
- M/s A. TReDS (Invoicemart), Mumbai
- M/s C2treds (C2FO Factoring Solutions Pvt Ltd)
- M/s DTX (KredX Platform Pvt Ltd)

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

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

#### **41 AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
  - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
  - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

#### **42 VENDOR PERFORMANCE EVALUATION**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure-V to ITB herewith which shall supersede the Annexure attached with the GCC.



## **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 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, service provider 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 service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of service provider shall be processed only after fulfilment of above requirement.

## **44 DISPUTE RESOLUTION MECHANISM**

### **44.1 Conciliation**

GAIL Gas 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 Gas Conciliation Rules 2010 as



amended from time to time. A copy of the said rules have been made available on GAIL Gas's web site i.e. [www.gailgas.com](http://www.gailgas.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 Gas 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.

#### **44.2 Arbitration**

All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:

- (a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.
- (b) The place, seat and venue of the arbitration shall be New Delhi, India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between the Parties.
- (c) Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), GAIL Gas shall propose 5 (five) names of retired judges of Hon'ble Supreme Court of India and/or Hon'ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from GAIL Gas, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, GAIL Gas shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.

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 Gas suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited



and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court / High Court.

(d) List of excepted matters:

- (i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.
- (ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/ coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL Gas has been made final and binding in terms of the contract.

(e) Foreign Arbitration

The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.

When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The arbitration clause in ICB tenders or RFQ to Foreign OEM/Proprietary bidder should have suitable provision (a suitable arbitration clause will be issued separately). Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.

(f) Arbitration Awards

- (i) In cases where the GAIL Gas has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the GAIL Gas to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to GAIL Gas should the subsequent court order require refund of the said amount.
- (ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of GAIL Gas as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of GAIL Gas may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and GAIL Gas. If



otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

#### **44.3 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.

#### **44.4 Disputes between CPSE's/Government Department's/ Organizations**

Subject to conciliation as provided above, in the event of any dispute 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 (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSE's Disputes ("AMRCD") as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

#### **44.5 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

#### **44.6 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Bidders indulged in Fraudulent/ Coercive Practices**

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL Gas's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Appendix-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL Gas Ltd., to such Bidder/Supplier.

The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL Gas, such decision of GAIL Gas shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.



**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. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

Not Applicable

**47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

**48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

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.

**49. 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) [FOR APPLICABILITY REFER BDS]**

~~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. Further, the Startups are also exempted from submission of EMDs (if applicable).~~



~~If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.~~

50. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL GAS 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 GAS 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 GAS 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 GAS in future to the service provider under this contract or under any other contract.

51. **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.

52. **DELETED**

53. **DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider 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 GAS has implemented Vendor Invoice Management (VIM). Service Provider / Vendor upload digital invoice on Portal. The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

**54. DELETED**

**55 ASSIGNMENT/SUBLET**

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)-Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of GAIL GAS shall be a breach of contract, unless explicitly permitted in the contract.

**ANNEXURE-I to Section-III**

**INSTRUCTIONS FOR PARTICIPATION IN E-TENDER**

**1. General**

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in this document for e-tendering, Bidders manual kit and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

**2. About E-Tender Portal (Web)**

GAIL Gas Ltd. has associated with Govt. e-Procurement System of National Informatics Center (NIC) for processing e-tenders. CPP is a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://etenders.gov.in/eprocure/app> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and uploading of SOR/Price Schedule (Price Bid) and technical bids in the portal in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

**3. Bidders Manual Kit**

Bidders who wish to participate in e-tenders must download **Bidders Manual Kit** from (<https://etenders.gov.in/eprocure/app>) which contains instructions in respect of e-Tendering, Instructions To Bidder for Online Bid Submission, Registration of Bidders(obtaining unique login ID and password, re-setting the password, registering of



Digital Signature Certificate(DSC) with respective user id), Bidders Manual for Tender Cum Auction, Online e-Bid Submission (downloading of Tender document and uploading of Offer/Bid etc.), Online Bid Withdrawal, Online Bid Re-submission, Clarifications (Tender Status, My Archive...), Frequently encountered problems and solutions under Trouble Shooting, BoQ Preparation Guidelines Etc.

Further, the troubleshooting issues are also available in the form of FAQs, which can be accessed from CPP Portal (<https://etenders.gov.in/eprocure/app>).

#### **4. Pre-requisite for participation in bidding process**

The following are the pre-requisite for participation in e-Tendering Process:

##### **4.1 PC/Laptop with Windows OS, Internet Explorer**

- A computer system with a high-speed internet connectivity.
- Internet Explorer 10 or above, Mozilla Firefox version to version 49 or Firefox ESR 52
- Operating system: Windows based or Linux OS, with which your DSC (Digital Signature Certificate) is compatible.
- Java Run Time Engine: Java version 8 update 161 and above

##### **4.2 Internet Broadband Connectivity**

The Bidder must have a high-speed internet connectivity with at least 2Mbps speed (512 kbps Speed) (preferably Broadband) to access e-Tender Portal for downloading the Tender document and uploading/submitted the Bids.

##### **4.3 A valid e-mail Id of the Organization/Firm**

Bidder must possess an e-mail Id, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

##### **4.4 User ID and Password for new Bidder(s)**

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user Id and password. Without user Id (Login Id), bidders cannot participate in E-tender. There will be single login Id for a bidder-

To obtain User Id and Password Vendor/Bidder must visit <https://etenders.gov.in/eprocure/app> and perform the following steps:

- i) Click on button "Online bidder Enrollment"
- ii) Fill the **Online Enrollment of Corporate/Bidder** form and submit. Ensure that the



e-mail address and mobile number given in the form is valid and active. These would be used for any communication from the E-tender Portal.

- iii) Ensure that all the mandatory fields (identified with a \* mark) are filled in the Online Enrolment of Corporate/Bidder for User Id creation.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi) It is advised to take extreme precaution while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.
- vii) Bidder then logs in to the site through the secured log-in by entering their USER ID / password and the password of the DSC / e-Token.

User Id and password is unique for each vendor and the vendor can use the same to view/download/participate in all e-tenders of GAIL Gas.

In their own interest, Bidder(s) are advised to apply for User Id immediately on publishing of tender or well in advance of the bid due date. User Id shall normally be issued immediately after complete information has been furnished by the vendor in "Online Enrollment of Corporate/Bidder" and on successful submission of the same. GAIL Gas/ CPP shall not be responsible for any delays in allocation of User Id/password and in registering Digital Signature Certificate and the ensuing consequences including but not limited to timely submission of bids.

#### **4.5 Procedure for change of E-mail Id of the Bidder**

The e-mail-id of the bidder/Vendor Code is captured and registered in CPP Portal when a bidder submits his request for user-id / password.

In case bidder desires for change in the registered e-mail id in CPP Portal, the same has to be updated in CPP portal only.

#### **4.6 About Digital Signature Registration**

##### **(I) What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the



written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000.

One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents.

**(a) In case of Proprietorship/Partnership**

Both i.e. (i) Class 3 Digital Signatures issued to authorized individuals on their KYC basis and (ii) Class 3b Digital Signatures issued to authorized individuals with their organization KYC basis are acceptable.

**(b) In case of Firm/ Company**

Only Class 3b Digital Signature is acceptable where individuals are using their digital signatures on behalf of the Organization and digital Signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

Bidder can submit only digitally signed documents/bids/offers in <https://etenders.gov.in/eprocure/app>

**(II) Why Digital Signature is required?**

In order to bid for GAIL Gas e-tenders' bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**(III) How to obtain Digital Signatures from Certifying Authority (CA)?**

Valid Digital Certificate can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA\* using internet browser.
- b) Apply for a class 3b or class 3(as applicable) Digital Certificate with signing facility.
- c) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

**\*Links to some of the licensed CA's are provided below**

1. <https://www.ncodesolutions.com>
2. <https://www.sifycorp.com>
3. <https://www.e-mudhra.com>



4. <https://www.Certificate.Digital>
5. <https://www.vsign.in>
6. <https://pantesign.com>

**Note:** The Digital signatures should be obtained directly from certifying authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

GAIL Gas/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

## 5. How to submit On-line Bids/Offers electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on E-tender website (<https://etenders.gov.in/eprocure/app>) (E-tender portal) should follow the steps mentioned in the “**Bidders Manual Kit**” available on e-tender portal which shall guide them to Search, Display/View, Download and Submit **electronic Bids/Offers** online in a secured manner ensuring confidentiality.

## 6. How to search, view and download e-tender?

There are various search options built in E-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. To download the tender, click on the Latest Active Tenders, and search the tender in E-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) that you are interested in using certain search criteria documents. However, it is advised to login to the system and set the tender as favourite so that these tenders can be moved to the respective ‘My Tenders’ folder. This would enable the E-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/addendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 7. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.



- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### **8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet**

- i) Vendors are advised to log on to the website (<https://etenders.gov.in/eprocure/app>) and arrange to register themselves at the earliest, if not done earlier.
- ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to change / revise the bid and submit once again. Bid once withdrawn cannot be resubmitted.
- iv) The server time (IST) (which is displayed on the bidders’ dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders and determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- v) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- vi) The BOQ template must not be modified/replaced by the bidder and the same should



be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- vii)** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid is liable for rejection.

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- viii)** In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- ix)** Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- x)** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xi)** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii)** Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xiii)** Once the entire process of submission of online bid is complete, they will get an auto



mail/SMS from the system stating you have successfully submitted your bid in the following tender with tender details.

- xiv) No manual bids/offers along with electronic bids/offers shall be permitted.
- xv) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Note:**

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

## **9. EARNEST MONET DEPOSIT (EMD)**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

## **10. E-Tender demo during pre-bid conference**

During the pre-bid conference, GAIL Gas shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

## **11. Last date for submission of bids**

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.



Bidders are advised in their own interest to ensure that bids are uploaded in E-tender system well before the closing date and time of bid.

**12. Internet connectivity**

If bidders are unable to access e-tender portal <https://etenders.gov.in/eprocure/app> or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

**13. In case of any clarification pertaining to e-procurement process, the vendor may contact the concerned dealing officer/purchasing officer mentioned in tender document along with marking copy to [etendergailgas@gail.co.in](mailto:etendergailgas@gail.co.in) .**

**Disclaimer:**

- a) No responsibility will be taken by GAIL Gas or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as GAIL Gas officials.
- b) GAIL Gas or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.,

**Important Links for Hassle free bid submission:**

**Bidders Manual Kit:**

**<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>**

**Help For Contractors:**

**<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>**

**Information about DSC:**

**<https://etenders.gov.in/eprocure/app?page=DSCInfo&service=page>**

**Guidelines for hassle free bid submission:**

**[https://eprocure.gov.in/cppp/hassle\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)**



**FAQ:**

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

**Feedback:**

<https://etenders.gov.in/eprocure/app?page=FrontFeedback&service=page>



**ANNEXURE-II 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:**

<b>A. GENERAL</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>1.1</b>	The Employer/Owner is: GAIL GAS Limited				
<b>2.1</b>	The name of the Services to be performed is: HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.				
<b>3</b>	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE				
<b>B. BIDDING DOCUMENT</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>8.1</b>	For <b><u>clarification purposes</u></b> only, the communication address is: Pankaj Kumar Ch. Manager (C&P) GAIL Jubilee Tower, B-35/36, 3rd Floor, GAIL Info Hub, Sector-1, Noida, Distt - Gautambudh Nagar, U.P. – 201301 Tel.: 0120-4862400 Ext. 2347 Email: <a href="mailto:pankaj.k@gail.co.in">pankaj.k@gail.co.in</a>				
<b>C. PREPARATION OF BIDS</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>11.1.1 (u)</b>	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers				
<b>12</b>	Additional Provision for Schedule of Rate/ Bid Price are as under:  Refer Schedule of Rates / BoQ				
<b>12 &amp; 13</b>	Whether GAIL GAS will be able to avail input tax credit in the instant tender <table border="1" data-bbox="368 1563 1058 1731"><tbody><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></tbody></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
<b>14</b>	The currency of the Bid shall be INR				
<b>15</b>	The bid validity period shall be 03 Months from final 'Bid Due Date'.				



<b>16.1, 16.10 and 38.6</b>	<p>In case 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of <b>GAIL GAS Limited</b>, payable at Noida</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc., the details of GAIL GAS’s Bank account are as under:</p> <ul style="list-style-type: none"> <li>o Bank Name: HDFC Bank</li> <li>o Bank Account No.: 00880350000156</li> <li>o Account type: Cash Credit</li> <li>o IFSC: HDFC0000088</li> </ul> <p>Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL GAS’s Bank Account.</p>
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#### D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
<b>18</b>	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
<b>22.3, 26 and 4.0 of IFB</b>	<p>For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and <b>Bid Opening Purpose</b> the Owner’s address is:</p> <p>Pankaj Kumar Ch. Manager (C&amp;P) GAIL Jubilee Tower, B-35/36, 3rd Floor, GAIL Info Hub, Sector-1, Noida, Distt - Gautambudh Nagar, U.P. – 201301 Tel.: 0120-4862400 Ext. 2347 Email: <a href="mailto:pankaj.k@gail.co.in">pankaj.k@gail.co.in</a></p>

#### E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
<b>32</b>	<p>Evaluation Methodology is mentioned in Section-II.</p> <p>In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year</p>

#### F. AWARD OF CONTRACT

ITB clause	Description		
<b>37</b>	State of India which stamp paper is required for Contract Agreement: UTTAR PRADESH (UP)		
<b>38</b>	<p>Contract Performance Security/ Security Deposit</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;">APPLICABLE</td> <td style="text-align: center; width: 50%; border: 2px solid orange;">✓</td> </tr> </table>	APPLICABLE	✓
APPLICABLE	✓		



NOT APPLICABLE	<input type="checkbox"/>
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<input checked="" type="checkbox"/>
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The value/ amount of Contract Performance Security/ Security Deposit

SD / CPBG @5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract is more than one year.

OR

Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Annualized Order / Contract value in case contract period is more than one year.

For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST).

Total validity of CPS/ Security Deposit shall be 09 months (i.e. Contract Period: 36 months + **DLP: Nil+** (BG Claim period should be 03 months beyond the BG validity)

**BG SHOULD BE SUBMITTED THROUGH SFMS MODE PREFERABLY**

**40**

Whether tendered item is non-split able or not-divisible:

YES	<input checked="" type="checkbox"/>
NO	<input checked="" type="checkbox"/>

**41**

Provision of AHR Item:

APPLICABLE	<input checked="" type="checkbox"/>
NOT APPLICABLE	<input checked="" type="checkbox"/>

**49**

Applicability of provisions relating to Startups:

APPLICABLE	<input checked="" type="checkbox"/>
NOT APPLICABLE	<input checked="" type="checkbox"/>



## ANNEXURE-III TO SECTION-III

### **POLICY TO PROVIDE PURCHASE PREFERENCE AS PER 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-17013) dated 21.08.2024 has notified the Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) Revision issued by DPHT on 19.07.2024.

The following modifications as per Notification No. FP 20013/2/2017 FP PNG Part (4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.

HP HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP 20013/2/2017 FP PNG Part (4) (E 41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP MII) issued by DPHT 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.

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:



- a) ~~Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.~~
- b) ~~The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.~~
- e) ~~Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:~~

~~'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.~~

~~'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.~~

~~'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.~~

- d) ~~To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally sourced imported items (Inclusive of taxes) along with break up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.~~
- e) ~~For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.~~
- (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.~~

- (iii) ~~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 Gas Limited (GAIL Gas)~~

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

~~3A Special treatment for items covered under PLI Scheme~~

~~—————  
The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.~~

~~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~~

~~—————  
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.~~

~~—————  
Only 'Class I local supplier' and 'Class II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class I local suppliers' and 'Class II local suppliers'.~~

~~—————  
Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts~~

~~—————  
HP HT Operations in upstream oil and gas business activities shall be exempted from this order.~~

~~6.0 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS I LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS~~

~~—————  
The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."~~



~~Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case specific basis.~~

#### ~~7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII~~

- 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.~~
- e) ~~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, 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.~~

#### ~~8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE~~

~~Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.~~

#### ~~9.0 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 pas per proforma at Form 1) 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 1 '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 -2.

The bidder shall give self certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- e) 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 Gas. 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 Gas shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL Gas' 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~~

~~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.~~

~~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.~~

~~The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.~~



No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Vaniya Bhawan, New Delhi  
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017-  
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Para 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised "Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (III) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:  
"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

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- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced Imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means 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 the tender or other procurement solicitation.

'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 the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

*a*



'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'Turnkey works'.

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**1 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', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crores, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(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 procurement of goods or works, which are covered by para 3(b) above 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.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. 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, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. 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.

- d. 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.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4A. Exemption in sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

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display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also 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, the '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.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (II) of the General Financial Rules along with such other actions as may be permissible under law.
- h. 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 9

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i below.

- i. 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 procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **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 stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- t. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization



g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpil@gov.in



F. No. DPE/3(3)/10-Fin.  
Government of India  
Ministry of Finance  
Department of Public Enterprises

Block No. 14, CGO Complex,  
Lodi Road, New Delhi-110003  
Dated the 29<sup>th</sup> May, 2023

To,

Chief Executives of all CPSEs

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

Sir/Madam,

The undersigned is directed to forward herewith a copy of Department of Expenditure O.M. dated 18<sup>th</sup> May, 2023 on the subject mentioned above for information and strict compliance.

Encl : As stated

  
(Karish Bhandari)  
Deputy Director  
Tel : 2436-5247

Copy to :- Shri Kanwalpreet, Director, Department of Expenditure, Room No. 264-C,  
North Block, New Delhi.



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"

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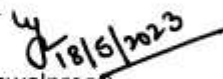
4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- 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 to 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.

  
(Kanwalpreet)  
Director

Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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## Annexure

### 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.

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File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)  
Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)  
\*\*\*\*

ANNEXURE-III

Shastri Bhawan, New Delhi  
Dated: 26<sup>th</sup> March, 2023

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ HPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Public Procurement (Preference to Make in India) Order, 2017-reg.**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 26.04.2022 on the above mentioned subject.

2. In this regard, it is stated that the sector specific relaxation granted under para 2(b) of aforementioned letter, has been reviewed in the Ministry and it has been decided that scope of this relaxation shall be limited to the items (list enclosed) to be installed/ operated in flammable environment of oil and gas process industry.

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully

Kala  
(Kala)

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

Copy to:

- a. PS to Hon'ble Minister, P&NG
- b. PS to Hon'ble MoS, P&NG
- c. PPS/ PS to Secretary, P&NG
- d. PPS/PS to AS&FA/ AS, MoPNG
- e. PPS/ PS to JS (E & BR)/ JS(GP)/ JS (M& OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- f. Technical Director, NIC: with a request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT



File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)  
Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)  
\*\*\*\*

Shastry Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

- To,
1. Chairman, IOCL
  2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
  3. Managing Director, MRPL/NRL/CPCL/ BCPL/ OVL
  4. DG, DGH
  5. DG, PPAC
  6. Secretary, OIDB
  7. ED, PCRA
  8. ED, OISD
  9. ED, CHT
  10. Director, RGIPT
  11. Secretary, PNGRB
  12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santosh Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

Copy to:

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(M&L)/DS(LPG)/DS(Admin)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:  
Secretary, DPIIT



Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be confined to be conserved while computing Local Content:

Sl	Items Category of procurement
1	Instrumentation Items like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOV's, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydinstep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors, Mercury Free PVT Equipment, HT-HP Corrosion cell, Wheel Test Machine, Atmospheric and HT-HP- Consistometer, Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer, Compressive strength tester, Stirred fluid loss apparatus, Total Sulfur analyzer, Colony counter, Laminar flow systems, Microscope with digital camera, Anaerobic Chamber, RockEval, TOC analyser, Sandist analyser, Cold Finger test apparatus, Microcoulometer, Atomic Absorption Spectrometer, High Performance Ion Chromatograph, Permeameter, Helium Porosimeter, Laser Scattering Particle Size Distribution Analyser, Microscope high magnification, Flame Photometer, U.V.- Visible Spectrophotometers, EP Lube tester, Differential sticking tester, Electrical stability Meter, Semi-2000 microscope/ equivalent, Core Gamma Logger, Energy Dispersive Spectrometer, Thin Section Machine, X-Ray Diffractometer, Wettability tester, Ambient Resistivity System, Fluoroscope, Spin Drop Tensiometer, Fluid Eval, Mercury Inclusion Porosity meter, Tri-Axial test machine, Smoke point detector, Vitruite Reflectance VRO Microscope, Curing Chamber/ HT curing chamber, Source Rock Pyrolyser with Sulphur/ without sulphur, NGA Gas Analyzer Flash Point Apparatus/ automatic, Compressive Strength Analyser, HT-HP Curing Chamber, Crush resistance test equipment, Manual Dry bath pore point Apparatus, Bench Type Dissolved Oxygen meter, Bench Type GRAIN Moisture meter, Rotational Viscosimeter, Capillary pressure instrument, Core Plugging Machine, Core Trimming machine, HP-HT filter press, BENCH TOP DENSITY METER, HP-HT ROLLER OVEN with AGING CELLS, Crude Oil Analyser, Static Gel Strength analyser, Oilwell cement Mechanical properties analyser, Poroperm, Acoustic velocity system, Auto Saturator, Porosimeter cum permeameter, Rock Testing System, Auto Core Saturator, Auto Imbibitionmeter for reverse permeability, Proppant Conductivity Tester etc



5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system. Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	<b>Geophysical Services</b> Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	<b>Geophysical Equipment</b> Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit, VSP Data Acquisition System, VSP Processing Software; High-End Servers for G&G Applications. HPC Solution; Virtualization and Container Software
8	<b>Logging Services</b> Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10,000 psi).

\*\*\*\*



**FORM-2 to ANNEXUTE-III TO SECTION-III**

**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 GAS LIMITED

SUB: ~~TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.~~

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 GAS will take action as per provision of tender document.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

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

\_\_\_\_\_ Designation:

\_\_\_\_\_ Seal:



**FORM-3 TO ANNEXUTE-III TO SECTION-III**

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

**(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s GAIL GAS LIMITED

SUB: ~~TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.~~

Dear Sir

~~“We \_\_\_\_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. \_\_\_\_\_ (*Name of the bidder*) hereby certify that as per definition specified in policy, M/s. \_\_\_\_\_ (*Name of the bidder*) is~~

~~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*) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India); Order 2017 (PPP MII) and has value addition of .....%.~~

~~Name of Audit Firm: \_\_\_\_\_ [Signature of Authorized Signatory]~~

~~\_\_\_\_\_ Name:~~

~~Date: \_\_\_\_\_ Designation:~~

~~\_\_\_\_\_ Seal:~~

~~\_\_\_\_\_ Membership no.~~

**Note:**

- ~~(i) This certificate it to be furnished by 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)~~
- ~~(ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.~~



## ANNEXURE-IV

### **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 of GAIL Gas
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision w.r.t 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:
- a) Whether the management is common;
  - b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
  - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
  - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.



e) All successor agency will also be considered as allied agency.

A.9 "Investigating Agency" shall mean any department or unit of GAIL GAS investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL GAS, 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 GAS'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 GAS 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 as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking Order for putting party on banning list as per process defined in para E, 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.



In addition to above, Recovery of payments including advance payments made, if any, along with interest thereon at the prevailing rate shall be recovered.

**Suspension of order/ contract:**

The reference of ‘Suspension/Suspension List’ mentioned elsewhere in the Tender/GCCs shall be considered as ‘Null and Void’.

**(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 GAS 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 GAS 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:

<b>S. No.</b>	<b>Description</b>	<b>Period of banning from the date of issuance of Banning order</b>
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 GAS/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  If an agency again commits Corrupt/Fraudulent	01 year  2 years (in addition to the period



2.1	(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.	already served)
3	Indulged in unauthorized disposal of materials provided by GAIL GAS	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 lowest (L-1), next lowest bidder shall be considered as L-1.

### **D. Procedure for Suspension of Bidder**

#### **NULL AND VOID**

### **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.



**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 GAS 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 GAS.

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-valuated 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 shall be initiated by Engineer-in-charge/Project-in-charge:

Sl.	Performance	Action
-----	-------------	--------



No.	Rating	
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 One Year**
  - (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. 2.17.3 of GCC-Works)

(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 subsequent 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)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: 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)/contract(s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for a period of Two Years.

(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 shall be initiated by EIC:

Sl. No.	Performance Rating	Action
1	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	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 One Year**
  - (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. 2.17.3 of GCC-Services)
- (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) Year.
- 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)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: 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)/contract(s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for a**



period of Two Years.

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/ Consultants to improve their performance.

**6.0 REVIEW & RESTORATION OF PARITES 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 shall 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 lowest (L-1), next lowest bidder shall be considered as L-1.

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 GAS 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. 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 of 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 evaluated bidder (L1) 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 GAS 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 GAS that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL



GAS to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL GAS 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 GAS.

Annexure-1

**GAIL GAS 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**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
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 $\leq$ 2 3. No. of deviations $>$ 2	5 marks 2 marks 0 marks

**1.3 RELIABILITY PERFORMANCE 20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACT</b>	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and	4 marks



	in time	
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>B.</b>	<b>FOR SUPPLIES</b>	
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

Annexure-2

**GAIL GAS Limited**  
**PERFORMANCE RATING DATA SHEET**  
**(FOR O&M)**

- i) Location :
- 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 Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

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	Signature of Authorised Signatory:
1	60 & below	POOR	Name:  Designation:
2	61-75	FAIR	
3	76-90	GOOD	
4	More than 90	VERY GOOD	

### Instructions for allocation of marks (For O&M)

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 10 marks  
 Marks to be allocated on  
 prorata basis for acceptable  
 quantity as compared to total



	quantity for normal cases	
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 $\leq 2$ 3. No. of deviations $> 2$	5 marks 2 marks 0 marks

### 1.3 RELIABILITY PERFORMANCE

20 Marks

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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



## **FORMS & FORMAT**



## LIST OF FORMS & FORMAT

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-1A	ANNEXURE TO BIDDER'S GENERAL INFORMATION (FOR ONE BID PER BIDDER)
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY /
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-2B	THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-5A	CONFIRMATION FOR QUOTED OR NOT QUOTED ITEMS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	<del>FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE</del>
F-10	<del>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</del>
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-17	POWER OF ATTORNEY
F-18	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY
F-20	FORMAT FOR CONTRACT AGREEMENT



## FORMAT F-1

### BIDDER'S GENERAL INFORMATION

To,  
M/s GAIL GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. 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 including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos.  [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document]  If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.  Bidder to submit details i.e. Notarized copy of Aadhar & PAN of the Proprietor/all Partners / all Directors of the firm/company (as applicable) also provide details required as per attached annexure Form F-1A
3b	Name of Power of Attorney holders of bidder  Note: Bidder to provide original Power of Attorney (PoA) within 7 days of the bid due date in the name of the person who has signed the bid documents)	
4	Number of Years in	



	Operation	
5	Address of Registered Office:	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where contract is to be placed	City:
		District:
		State:
		PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City:
		District:
		State:
		PIN/ZIP:
		GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	_____
12	ISO Certification, if any	{ If yes, please furnish details }
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal .....
18	Whether Bidder is Startups	Yes / No



or not	(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50 )
In case of Start-up confirm the following: Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]  Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: \*

GAIL GAS 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 are to rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.

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



## Annexure-I

### FORMAT F-1A Annexure to Bidder's General Information

To,

M/s GAIL Gas Limited

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Sr No	Name of the Proprietor/ Partners/Directors	Father's Name, Residential address, AADHAR, PAN Card details	Residential Address	Aadhar No	PAN Card	DIN

Note: The corresponding documents i.e. Aadhar, PAN & DIN etc. are also to be provided duly attested by Notary public.

Place:

[Signature of Authorized signatory of the Bidder]

Date:

Name:

Designation:

Seal:



**FORMAT F-2**

**PROFORMA OF "BANK GUARANTEE" FOR  
"EARNEST MONEY DEPOSIT/ BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s GAIL Gas Limited _____	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (Expiry date)</b>	
	<b>Claim period up to (There should be three months gap between expiry date of BG &amp; Claim period)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

In accordance with Tender Document under your reference No \_\_\_\_\_ M/s. \_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for \_\_\_\_\_

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, \_\_\_\_\_ the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL Gas Ltd., the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by GAIL Gas Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

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 expiry date of BG should be two months beyond the validity of bid) 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 Gas under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank doth hereby declare that Shri /Ms. \_\_\_\_\_ who is the \_\_\_\_\_ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

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

Name .....  
Designation .....

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp  
E-Mail ID:  
Telephone/Mobile No. :  
Date:

(OFFICIAL ADDRESS)

**Confirmation Email Id:**  
**IFSC Code of Issuing Bank:**

**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY"**  
**BY "BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
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	<b>BANK GUARANTEE NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
3	<b>BANK GUARANTEE AMOUNT</b>	:				
4	<b>TENDER NO.</b>	:				
5	<b>NATURE OF BANK GUARANTEE</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANC E BANK GUARANTEE</b>	<b>SECURI TY DEPOSI T</b>	<b>EM D</b>	<b>ADVAN CE</b>
6	<b>BG ISSUED BANK DAILS</b>					
(A)		<b>EMAIL ID</b>	:			
(B)		<b>ADDRESS</b>	:			
(C)		<b>PHONE NO</b>	:			



**FORMAT F-2A  
DECLARATION FOR BID SECURITY**

To,

M/s GAIL GAS LIMITED

---

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

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 GAS 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 GAS 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:



**FORMAT F-2B**  
**Third Party Deposit Confirmation Letter**

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

To,  
GAIL Gas Limited,  
.....  
.....  
.....

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....  
It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the PO no. / W.O. No./Tender no.. ...This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s GAIL Gas Limited and the payment will be made to M/s GAIL Gas Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of GAIL Gas.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & GAIL Gas for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]  
Signature.....  
Name:.....  
Designation:.....  
Contact no. ....  
Email Id. ....  
Stamp of Bank.....

Note:  
This letter forms an integrated part of FDR  
In case confirmation is required, the communication can be send to the following:  
Details for confirmations (including Address, Email Id, IFS Code and contact no.)



**FORMAT F-2C**

**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/  
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s GAIL Gas Limited  _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No..... M/s. ....having their Registered / Head Office at.....(hereinafter called the Tenderer/Bidder), wish to participate in the said tender for.....

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of ..... is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the.....[Name & address of the Insurer] at .....having our HeadOffice..... (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL Gas Limited, the amount ..... without any reservation, protest, demur and recourse. Any such demand made by GAIL Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to ..... [this date should be two (02) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. ....on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . ..... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto .....(this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of



.....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL Gas under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this .....\_day of ..... 20\_\_ at .....

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name .....

Designation .....

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No.:

Attorney as per

Power of Attorney No. \_\_\_\_\_

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

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO.	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
	(A)		EMAIL ID:			
	(B)		ADDRESS:			



	(C )	PHONE NO.:	
--	---------	------------	--

**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY"  
BY "INSURANCE SURETY BOND"**

The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

The expiry date should be arrived at in accordance with "ITB: Clause-xx".

The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-xx".

A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no.2 of Form F-5.



**FORMAT F-3**  
**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' /  
'Price Bid Opening']

Ref:

Date:

To,

M/s GAIL GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID:  
2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING  
INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

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:  
E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell:  
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:

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'.

Bidder's authorized representative is required to carry a copy of this authority letter while attending  
the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.



**FORMAT F-4**  
**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE**  
**SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To, M/s GAIL Gas Limited  _____	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (Expiry date)</b>	
	<b>Claim period up to (There should be three months gap between expiry date of BG &amp; Claim period)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "contractor/supplier/consultant" 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 Gas Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL Gas" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/Consultant 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 GAS 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 \_\_\_\_\_ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, 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 GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL Gas in such manner as GAIL Gas 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 Supplier/Contractor/Consultant 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 Gas in writing. However, if for any reason, the Supplier/Contractor/Consultant 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 Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by GAIL Gas. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (Supplier/ Contractor/ Consultant) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL Gas at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that GAIL Gas may have in relation to the Supplier's/Contractor's/Consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL Gas. 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 Supplier/Contractor/Consultant 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 Supplier/Contractor/Consultant 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. The Bank doth hereby declare that Shri /Ms. \_\_\_\_\_ who is the \_\_\_\_\_ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

10. 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 Gas 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

**Confirmation Email Id:**

**IFSC Code of Issuing 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. 38.2 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 Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.
5. 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	<b>BANK GUARANTEE NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
3	<b>BANK GUARANTEE AMOUNT</b>	:				
4	<b>PURCHASE ORDER/ LOA NO</b>	:				
5	<b>NATURE OF BANK GUARANTEE</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANC E BANK GUARANTEE</b>	<b>SECURI TY DEPOSI T</b>	<b>EM D</b>	<b>ADVAN CE</b>
6	<b>BG ISSUED BANK DETAILS</b>	(A)	<b>EMAIL ID</b>	:		
(B)		<b>ADDRESS</b>	:			
(C)		<b>PHONE NO</b>	:			



**FORMAT F-4A**  
**PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT**  
**PERFORMANCE SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To, M/s GAIL Gas Limited  _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "Contractor/Supplier" 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 Gas Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL Gas" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify GAIL Gas Limited, in case of default.

The said M/s. \_\_\_\_\_ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) 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 in form of Insurance Surety Bond to GAIL Gas 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 Gas Limited we shall on first demand, pay without demur, contest, protest and/or without any recourse to the contractor to GAIL Gas in such manner as GAIL Gas 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 Insurance



Surety Bond, to 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 insurer 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 to the Insurer shall be conclusive and binding. The Insurer 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 insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor 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 Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GAIL Gas in writing. However, if for any reason, the Contractor/Supplier 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 supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GAIL Gas. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that GAIL Gas at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GAIL Gas may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GAIL Gas. Any dispute arising out of or in relation to the said Insurance Surety Bond 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 Contractor/Supplier 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 Contractor/Supplier 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 Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Insurer.

Notwithstanding anything contained herein:

- a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
- b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL Gas under this Insurance Surety Bond 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 Insurance Surety Bond:

Name .....  
 Designation .....

Yours faithfully,

\_\_\_\_\_  
 Insurer by its Constituted Attorney  
 Signature of a person duly Authorized to sign on behalf of the Insurer



**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY  
VENDOR ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (✓) Whichever is Applicable)		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
	(A)	EMAIL ID:				
	(B)	ADDRESS:				
	(C)	PHONE NO.:				

**INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

The Insurance Surety Bond 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 Insurer.

The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. XX of ITB [Section-III] of Tender Document.

A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.

Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.



**FORMAT F-5**  
**AGREED TERMS & CONDITIONS**

To,

M/s GAIL GAS LIMITED

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SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

This Questionnaire 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 GAS (if any) and address  (FOA/Order shall be released in this name)	Bidder's name: GAIL GAS'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 Price Schedule/ SOR of Price bid.	The ..... % of GST quoted in the SOR /BOQ
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	No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 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.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	
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.	
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.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.  In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).  Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder furnishes EMD/Bid Security details as under: EMD/ Bid Security No. & date Value Validity Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for CPSEs or Govt. Department (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
14.	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 GAS  or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL GAS or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	No Deviation Confirmation: It may be note 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.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge 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. We expressly agree, acknowledge and understand that the Purchaser 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	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego 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."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	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 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 supplies in all respect within the scheduled time frame and quoted price.	
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL GAS 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.</p> <p>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 GAS or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GAIL GAS that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL GAS by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV of this tender & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	<p>Bidder certifies that they shall not indulge themselves or allow others (working in GAIL GAS) to indulge in fraudulent activities and that they would immediately apprise GAIL GAS of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL GAS is liable to be treated as crime and dealt with by the procedures of GAIL GAS as applicable from time to time.</p>	
25.	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 to bidder's account.	
26.	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
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.	
29.	Bidder confirms 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.	
30	<del>Bidder confirms that there is no change in the status of the firm (like constitution of the firm, GST, PAN etc.) from the date of Empanelment</del>	
31	<del>Bidder confirms that there is no Change in MII eligibility status (i.e. Class I local supplier) in compliance to</del>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<del>Notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 issued by Ministry of Petroleum &amp; Natural Gas w.r.t. Public Procurement (Preference to Make in India), Order 2017 (PPP MII) issued by DPHT and as amended from time to time, from the date of Empanelment</del>	
32	<del>Bidder confirms that they have not been put on Holiday / Banning / Negative list of GAIL / GAIL Gas or Public Sector Project Management Consultant (like EIL, Mecon etc.) due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector Undertaking, from the date of Empanelment</del>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**FORMAT F-5A**

**~~CONFIRMATION FOR QUOTED OR NOT QUOTED ITEMS~~**

~~M/s.....(Name of the bidder with address) do hereby confirm that we have quoted / not quoted for the following Group(s) of tender at NIC Tender Portal:~~

~~SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.~~

Sl. No.	Service Description	Quoted / Not Quoted
1		

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

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

\_\_\_\_\_ Designation:



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

To,  
M/s GAIL GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding 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 : .....

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 : .....



**FORMAT F-7  
BIDDER'S EXPERIENCE**

To,  
M/s GAIL GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID:  
2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING  
INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	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.



## FORMAT 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	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		X
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		X
5.0	<del>Confirm that Undertaking as per Form 1 of Annexure III to Section III has been submitted (applicable for MSE and Class I Local supplier).</del>		X
6.0	<del>Confirm that Undertaking as per Form 2 to Annexure III 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</del>		X



	<del>accountant (in respect of other than companies) as per Form 3 to Annexure III to Section III are submitted (Applicable for all bidders including MSEs bidders).</del>		
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:

Seal:

**FORMAT F-8(B)****CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS  
(refer Section II of Tender document)**

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		<b>Technical BEC</b>			
1.	Experience	..... ..... .....		Yes/No	
2	Experience of bidder acquired as a subcontractor	certificate from end use		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Any other technical criteria in BEC	..... ..... .....		Yes/No	
		<b>Financial BEC</b>			
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts	Submitted (Mention specific year.....)	Yes/No	



		statements, Notes & schedules etc.] for last Audited Financial Year.			
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.  If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....)  Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

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

**FORMAT F-9**  
**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS**  
**INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

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

To,  
M/s. GAIL GAS Limited

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUB: ~~TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID: 2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.~~

Dear Sir,

This is to certify that M/s ..... (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for GAIL GAS's Tender No. .... dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the Bidder) for at least an amount of Rs. \_\_\_\_\_

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory \_\_\_\_\_:

Designation \_\_\_\_\_:

Email Id \_\_\_\_\_:

Contact No. \_\_\_\_\_:

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



**FORMAT F-10**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**AVERAGE ANNUAL FINANCIAL TURNOVER\* DURING THE LAST THREE FINANCIAL YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

**NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year _____
	Amount (Currency)
1. Net Worth	

**WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets - Current liabilities)	

Refer Instructions

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F 10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm: \_\_\_\_\_ [Signature of Authorized Signatory]

Chartered Accountant/CPA \_\_\_\_\_ Name:

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

\_\_\_\_\_ Seal:

\_\_\_\_\_ Membership No.:

UDIN: \_\_\_\_\_

**(Page 1 of 2)**



### **Instructions:**

~~The financial year would be the same as one normally followed by the bidder for its Annual Report.~~

~~The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.~~

~~For the purpose of this Tender document:~~

~~Annual Turnover shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements”~~

~~In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.~~

~~Working Capital shall be “Current Assets less Current liabilities” and Net Worth shall be Aggregate value of the Paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but doesn't include reserves created out of revaluation of assets, write back of depreciation and amalgamation.~~

~~Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.~~

~~This certificate is to be submitted on the letter head of Chartered Accountant/CPA.~~

**(Page 2 of 2)**



**FORMAT F-11**  
**BIDDER'S QUERIES FOR PRE-BID MEETING**

To,  
M/s GAIL GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID:  
2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING  
INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GAIL GAS'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE:

The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_



**FORMAT F-12**  
**REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS**  
**TRANSFER (NEFT) MANDATE FORM**  
**(To be issued on vendors letter head)**

Vendor/customer Name:  
Vendor/customer Code:  
Vendor /customer Address:  
Vendor/customer e-mail id:  
Particulars of bank account:  
Account Holder / Beneficiary Name  
Name of Bank:  
Name of branch:  
Branch code:  
Address:  
Telephone number:  
Type of account (current/saving etc.):  
Account Number:  
IFSC code of the bank branch:  
Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize GAIL Gas Limited & its wholly owned subsidiary 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 Gas Limited responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that Account Holder/Beneficiary has an Account no.\_\_\_\_ and IFSC Code: \_\_\_\_\_ 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)



**FORMAT F-13**

**INTEGRITY PACT**

**(IP signed by GAIL GAS's executive shall be made part of tender document)**



**FORMAT F-14**  
**FREQUENTLY ASKED QUESTIONS (FAQs)**

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre-Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for E-tender?	Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



**FORMAT 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 GAS LIMITED  
NOIDA

SUB: TENDER NO. GAIL GAS/NOIDA/7205/PK/25-26/125 (NIC TENDER ID:  
2026\_GAILG\_272366\_1) FOR HIRING OF SERVICES FOR CONDUCTING  
INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29.

PO NO: .....

Dear Sir,

We \_\_\_\_\_ (Name of the Supplier) hereby confirm that E-Invoice provision  
as per the GST Law is

Applicable to us [ ]

Not Applicable to us [ ]

(Supplier 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 GAS as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL GAS for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL GAS 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 Supplier under this contract or under any other contract.

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



## FORMAT F-16

### 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 GAS 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 GAS Ltd.

We further absolve GAIL GAS 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:



**FORMAT F-17**  
**POWER OF ATTORNEY**  
**(to be submitted on the letter-head of company/Stamp Paper)**

SUB:  
Tender Document No.

Name of Bidder: \_\_\_\_\_ “The undersigned \_\_\_\_\_ (Name of LEGAL PERSON\*) is lawfully authorized to represent and act on behalf of the company M/s \_\_\_\_\_ (Name of bidder) whose registered address is \_\_\_\_\_ and does hereby appoint Mr./Ms \_\_\_\_\_ [name of authorized person/(s)] \_\_\_\_\_ (Designation) of M/s \_\_\_\_\_ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually) and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. \_\_\_\_\_ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s \_\_\_\_\_ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

**SIGNATURE OF THE LEGAL PERSON**

\_\_\_\_\_  
(Name of person with Company seal)

**SIGNATURE OF THE AUTHORIZED PERSON/(S)**

\_\_\_\_\_  
(Name of person)

E-mail id: .....

Digital token no. used for uploading the bid: .....

Ref. clause no. 2.7 of ITB regarding persons who can issue power of attorney.



**FORMAT F-18**

**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/  
BID SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

To, M/s GAIL Gas Limited  _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No .....M/s. ....having their Registered / Head Office at \_.....(hereinafter called the Tenderer/Bidder), wish to participate in the said tender for.....

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of .....is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the ..... [Name & address of the Insurer] at .....having our Head Office ..... (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL Gas Limited., the amount..... without any reservation, protest, demur and recourse. Any such demand made by GAIL Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to \_..... [this date should be two (02) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. ....\_ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . .... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim



or demand is issued to the Insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL Gas under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name .....

Designation .....

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

Power of Attorney No. \_\_\_\_\_

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

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

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick ( √ ) Whichever is Applicable		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EM D	ADVANCE



6	INSURER DETAILS	(A )	EMAIL ID :		
		(B )	ADDRESS :		
		(C )	PHONE NO :		

**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY"  
BY "INSURANCE SURETY BOND"**

The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

The expiry date should be arrived at in accordance with "ITB: Clause-xx".

The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-xx".

A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no.2 of Form F-5



**FORMAT F-20:**

**PROFORMA FOR CONTRACT AGREEMENT**  
**[To be executed on non-judicial stamp paper of appropriate value]**

LOA No.: GAILGAS/

dated -----

Contract Agreement for the Services of ----- of GAIL GAS 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 GAS 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.

AND

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  
on behalf of Employer.  
GAIL GAS Limited

Signed and Delivered for and  
on behalf of the Service Provider  
Name of the Service Provider

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
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## **Section IV:**

### **General Conditions of Contract: Consultancy Services**

**(to be read in conjunction with other sections of the bid documents)**



## **ARTICLE 3.1.0: DEFINITIONS AND INTERPRETATIONS**

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**AGREEMENT** means the agreement concluded on non-judicial stamp paper between GAIL GAS and Consultant for Services as per this TENDER.

**GAIL Gas/OWNER** shall mean GAIL GAS Limited

**GAIL Gas's REPRESENTATIVE** means the person appointed or authorized from time to time by GAIL GAS for execution of the contract.

**CONSULTANT'S REPRESENTATIVE** means the person appointed from time to time by CONSULTANT for execution of the Contract.

**ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE** shall mean the person designated from time to time by the GAIL GAS and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

**SIGN OFF** means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by GAIL.

**CONTRACT** shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

**SERVICES** mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

**HEADINGS** the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

**SINGULAR AND PLURAL WORDS** importing the singular only also include the plural and vice-versa where the context requires.

## **ARTICLE 3.2.0: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to GAIL Gas, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

4 Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.



- 5 Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.
- 6 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of GAIL Gas.

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### **ARTICLE 3.3.0:GAIL'S REPRESENTATIVE**

- 3.3.1 GAIL Gas shall nominate its Representative(s) who shall be entitled to act on behalf of GAIL Gas with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

### **ARTICLE 3.4.0:CONSULTANT'S REPRESENTATIVE**

- 3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between GAIL Gas and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify GAIL Gas in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with GAIL Gas's consent after getting approved his CV's from GAIL Gas.

GAIL GAS shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to GAIL Gas.

- 3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

### **ARTICLE 3.5.0:PAYMENT TERMS**

- 3.5.1 GAIL GAS shall pay for the services rendered as per stipulation in the tender through E-Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.
- 3.5.2 Consultant will invoice GAIL Gas according to the terms and conditions provided in the tender.
- 3.5.3 Payment terms will be as follows:
  - **For all consultancy jobs for preparation of reports,** Payment terms will be as follows: 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for



such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

### 3.5.3.2 For Acquisition/Due diligence consultancy cases

Payment terms will be as follows:

Stages	Payment (%age of lumpsum price)
a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by GAIL	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

GAIL GAS reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS Payment terms shall be as follows:

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices 95%
- After close out of Project on completion of job in all respects 5%

### 3.5.3.3 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), GAIL GAS shall return said invoice(s) to



Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- GAIL GAS shall pay the undisputed amount of the invoice(s) according to Article – 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between GAIL GAS and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

### **ARTICLE 3.6.0: PERFORMANCE GUARANTEE**

3.6.1 Consultant shall submit to GAIL Gas an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the nationalized Indian Banks, the banks whose BGs are furnished, 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.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the completion period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

3.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

### **ARTICLE 3.7.0: CONFIDENTIALITY**

3.7.1 Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by GAIL GAS without the prior written consent of GAIL.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

### **ARTICLE 3.8.0: TAXES AND DUTIES**

3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive



of all such taxes and duties.

- 3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by GAIL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Consultant will not claim from GAIL GAS any taxes paid by him.
- 3.8.4 GAIL GAS shall deduct Income tax at source at applicable rates.

### **ARTICLE 3.9.0: RESOLUTION OF DISPUTES / ARBITRATION /DISPUTE RESOLUTION MECHANISM**

#### **3.9.1 Conciliation**

GAIL Gas 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 Gas Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL Gas's web site i.e. [www.gailgas.com](http://www.gailgas.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 Gas 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.

#### **3.9.2 Arbitration**

All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:

- (a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.
- (b) The place, seat and venue of the arbitration shall be New Delhi, India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as



provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between the Parties.

- (c) Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), GAIL Gas shall propose 5 (five) names of retired judges of Hon'ble Supreme Court of India and/or Hon'ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from GAIL Gas, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, GAIL Gas shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.

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 Gas suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.

- (d) List of excepted matters:

- i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.
- ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/ coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.
- iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL Gas has been made final and binding in terms of the contract.

- (e) Foreign Arbitration

The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country. When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The arbitration clause in ICB tenders or RFQ to Foreign OEM/Proprietary bidder should have suitable provision (a suitable arbitration clause will be issued separately). Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.



(f) **Arbitration Awards**

- i) In cases where the GAIL Gas has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the GAIL Gas to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to GAIL Gas should the subsequent court order require refund of the said amount.
- ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of GAIL Gas as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of GAIL Gas may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and GAIL Gas. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

**3.9.3 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.

**3.9.4 Disputes between CPSE's/Government Department's/ Organizations**

Subject to conciliation as provided above, in the event of any dispute 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 (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSE's Disputes ("AMRCD") as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**3.9.5 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.



### **3.9.6 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Bidders indulged in Fraudulent/ Coercive Practices**

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL Gas's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Appendix-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL Gas Ltd., to such Bidder/Supplier.

The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL Gas, such decision of GAIL Gas shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

### **ARTICLE 3.10.0: LEGAL CONSTRUCTION**

3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

### **ARTICLE 3.11.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES**

- 3.11.1 GAIL GAS may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days' notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, GAIL GAS may request Consultant to resume the performance of the services, without any additional cost to GAIL.
- 3.11.5 In case of suspension of work by consultant on GAIL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.



### **ARTICLE 3.12.0: PRICE REDUCTION SCHEDULE (PRS)**

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL Gas's default, there will be a reduction in contract price @ ½% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 GAIL GAS may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GAIL GAS agree that the above percentage of price reduction are genuine pre- estimates of the loss/damage which GAIL GAS would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GAIL GAS in the matter of applicability of price reduction shall be final and binding.

### **ARTICLE 3.13.0: ASSIGNMENT**

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of GAIL GAS which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

### **ARTICLE 3.14.0: INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep GAIL GAS harmless and indemnify GAIL GAS from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to GAIL GAS will be property of GAIL.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by GAIL GAS for carrying out of any services with any third parties.
- 3.14.4 Consultant shall not without the prior written consent of GAIL GAS be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services

### **ARTICLE 3.15.0: LIABILITIES**

- 3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.



3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

### **ARTICLE 3.16.0: TERMINATION OF CONTRACT**

#### **3.16.1 Termination for Default**

GAIL GAS reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as GAIL GAS may authorize in writing) after receipt of the default notice from GAIL Gas.

#### **3.16.2 Termination for Insolvency**

GAIL GAS may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GAIL Gas.

#### **3.16.3 Termination for convenience**

GAIL GAS may by written notice sent to consultant, terminate the contract, in whole or part, at anytime for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by GAIL GAS till the date upon which such termination becomes effective.

### **ARTICLE 3.17.0: MODIFICATION**

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

### **ARTICLE 3.18.0: CONTRACT/AGREEMENT**

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of FOA, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

### **ARTICLE 3.19.0: FORCE MAJEURE**

Shall mean and be limited to the following:



- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise GAIL GAS by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, GAIL GAS reserves the right to cancel the Contract and the provisions governing termination stated under Article shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither GAIL GAS nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the GAIL GAS shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

#### **ARTICLE 3.20.0: RECTIFICATION PERIOD**

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without GAIL's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by GAIL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

#### **ARTICLE 3.21.0: SUB CONTRACT**

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GAIL. Upon the request of GAIL, the consultant shall submit for GAIL's prior approval, the terms of reference or any amendment thereof for such sub



contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

### **ARTICLE 3.22.0: NOTICES**

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **ARTICLE 3.23.0: ACQUISITION OF DATA**

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. GAIL Gas, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.



**PROFORMA FOR CONTRACT AGREEMENT**  
[To be executed on non-judicial stamp paper of appropriate value]

LOA No. GAIL GAS/

dated -----

Contract Agreement for the Services of ----- of GAIL GAS 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 GAS 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.

AND

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 behalf of Employer.  
GAIL GAS Limited

Signed and Delivered for and on behalf of the Service Provider  
Name of the Service Provider

\_\_\_\_\_  
\_\_\_\_\_

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

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

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_



## **SECTION-V SPECIAL CONDITIONS OF CONTRACT (SCC)**



## Special Conditions of Contract (SCC)

### A. Deployment of Manpower

The minimum Manpower deployed for Internal Audit shall include all of the followings: -

Particulars	Number
Qualified Chartered Accountant having minimum 10 Years post qualification experience	1
Qualified Chartered Accountant / Cost Accountant having minimum 5 years post qualification experience	1
Qualified Chartered Engineer having minimum 05 years post qualification experience	1
CA/CMA/CS (Inter) having minimum 1-year experience.	2

#### Note: -

1. It is mandatory for Chartered Accountant / Cost Accountant/ Chartered Engineer who is involved in Internal Audit to be present in the Kick off and Exit Meeting with each department. Further, they have to be involved during the Internal Audit and must be available in the office / unit for at least 2 days for Internal Audit of each department and / or GAs.
2. Name of the team members is to be declared before start of the audit and any change of team member needs prior consent of EIC.
3. Internal Audit is to be carried only by the regular employees/partners (on payroll or full-time employee/ partner) of your organization.
4. Documents in support of availability of above stated manpower to be submitted along with the bid.
5. Annual Internal Audit Plans along with Manpower deployment Schedule shall be required to be submitted for review and approval of Audit Committee / Management.
6. All the Internal Audit Reports will be put up to the Audit committee for its review on half-yearly basis.

### B. Period of Contract

The duration of the service contract shall be 3 years w.e.f 01.04.2026 to 31.03.2029 i.e. FY 2026-27 to FY 2028-29, which may be extended for a further period of 1 year, if mutually agreed, on the same terms and conditions. The company reserves the right to short close the contract whenever required with 30 days' notice period.



### **C. Submission of Bills**

The bidder will submit the bills along with supporting documents (like proof of Entry Meeting and Exit Meeting, Certification of Manpower Deployment) within 30 days as per SOR in the name of M/s GAIL Gas Ltd. after submission of Internal Audit Reports (which includes Promoters Audit Reports in case of JV companies) and after reviewing of audit reports along with management replies by the Audit Committee for each Half year or year as applicable. Bills are to be submitted on VIM portal.

### **D. Terms of Payment**

M/s GAIL Gas Ltd. would release the payment as per SOR along with other reimbursement claims as per tender. The payment would be released within 30 days from receipt of complete invoice. The details of terms of payment are as under: -

1. 100% of the Quoted Rates for Serial No. 1 of SOR along with reimbursement claims if any, would be paid after submission of Internal Audit Report for H1/H2 (as applicable) for FY 2026-27.
2. 100% of the Quoted Rates for Serial No. 2 of SOR along with reimbursement claims if any, would be paid after submission of Internal Audit Report for H1/H2 (as applicable) for FY 2026-27.
3. 100% of the Quoted Rates for Serial No. 3 of SOR along with reimbursement claims if any, would be paid after submission of Internal Audit Report for H1/H2 (as applicable) for FY 2027-28.
4. 100% of the Quoted Rates for Serial No. 4 to 6 of SOR along with reimbursement claims if any, would be paid after submission of Promoters Audit Report for Respective Year. In case, Promoters Audit is not done for any year then no fees in respect of that year will be payable.

**Fees along with Out of Pocket Expenses will be released within 30 days after submission of invoice by the bidder. Further, payments will be released by the company after review of the reports by the Audit Committee for each Half Year or year as applicable.**

### **E. Details of Out of Pocket Expenses**

1. No local conveyance, travel expenses and any other charges would be payable for conducting the Internal Audit in Noida & Delhi. If the bidder has office in Bengaluru and additional marks are awarded to them in QCBS process of tender, then, no local conveyance, travel expenses and any other charges would be payable for conducting the Internal Audit in Bengaluru, if required.



2. For conducting the Internal Audit/Promoter Audit at other places, following out of pocket expenses would be payable by the company:
  - a. Outstation Journey for conducting the work as per scope of work at sites / JV offices / attending the meetings as per requirement of GAIL Gas Ltd. will be arranged by the bidder which will be reimbursed to the bidder limited to 10% of the audit fee plus GST subject to submission of actual supporting bills.

### **Short closure of Contract**

In case of short closure of the contract, the obligation of the company to pay, shall be limited to the extent of the service rendered by Service Provider as per provision of the contract up to the date of short closure subject to the Service Provider complying with the terms of the contract.



## **SECTION-VI SCOPE OF WORK**



## Scope of Work

The scope of work for the consultant includes but not limited to following:

### A. Internal Audit

The company intends to engage a reputed consultant to carry out the Internal Audit including systems and procedures of M/s GAIL Gas Limited (GGL) and its Joint Venture Companies based on the following Scope of Work.

#### 1. Contract & Procurement:

- a. It includes but not limited to checking of Work/Purchase Orders starting from indent to award including tendering process, extension, and closures of contracts as per Contract & Procurement Procedure, Delegation of Power and Office Orders/Circulars issued by the company from time to time and checking of documents like indemnity bond, bank guarantee etc., review the cases of full and final payment as per policy of the company. Further, 100% cases of works/purchase orders valuing above Rs. 5 crores and 20% cases on random basis for works/purchase orders below Rs. 5 crores shall be covered for Internal Audit.
- b. Further, in case of purchase orders, 30% cases valuing above Rs.10 lacs on random basis to review the receipt of material as per PO, storage availability for keeping the material, documentation like Inspection Note, GRV, SIV, MIT, MTN, review of physical verification report of material and accounting in MM Module of SAP. Visit the storage yard, review the level of material, requisition before issue of material, factors considered before purchase of material, Review of inventory reconciliation process, handing and taking over of material process after completion of projects including accounting treatment, aging of inventories, identification & monitoring process of slow/non-moving, disposable, and obsolete inventories, scrap material and sales process thereon, process of write off of inventories, physical verification process and process of adjustment/write-off and accounting thereof, if any. Review of Nomination orders during the audit period.

#### 2. Project including Civil Construction Contracts: -

- a. It includes but not limited to review of material received and recorded as per contract, material issue process including free issue material, bills raised by contractors, certification of bills process, measurement and physical verification process before certification by EIC for payment, payments to contractors as per contracts after adhering all the applicable laws, material reconciliations with contractors including free issue material, recoveries from contractors, applicability of PRS, deduction of applicable taxes, compliance with contractual terms, review of adherence of Defect Liability Period, refund of security deposits, receipt and release of BG, review of all on-going project activities and their timely completion schedule etc. In case there is a delay then its impact on cost and its implications, if any.
- a) Review of contract closure process, analysis of open contracts, adherence of time line for contract closure and timely action for contract closure.



- b) It includes but not limited to review of process of accounting including amount lying in Capital Work in Progress, aging of CWIP, process of write off as per DOP, review of process of capitalization, Review of inventory reconciliation process, handing and taking over of material process after completion of projects including accounting treatment etc.
- c) It includes but not limited to review of process for planning of CNG Stations and Domestic/Industrial/Commercial Connections, Land acquisition process, statutory permission process and availability of all the permission before start of project and/or commissioning activities, installation of equipment's, review of project monitoring mechanism for timely completion of projects etc.
- d) In case of work orders, 30% cases valuing above Rs.10 lacs on random basis to review the cases of services as per work orders, documentations, measurement and verification of services provided as per policy of the company, payment procedures and accounting thereon including capitalization of services, process of write off etc.

### **3. Operations & Maintenance**

- a. It includes but not limited to review of system and procedure of surveillance of the pipelines, maintenance of network pressure, transportation of gas to DBS, Odourisation of Gas, complaint redressal system and emergency handling response system, loss on unaccounted Gas including comparison with industry practice, and reconciliation of gas process and third-party damages etc.
- b. It includes but not limited to review of records maintained at control room, internal control for inventory lying at control room, verification of material issued to contractors, maintenance of records and handling of discrepancies thereon and review the records and practice for damaged / scrap material, contract compliances etc.
- c. It includes but not limited to review of repairs & maintenance process of Plant & Machinery, installation & monitoring of various equipment's at CNG Stations and Customers premises, its maintenance & calibrations schedule, preparation and periodicity of maintenance schedule, compliance to contract terms and conditions of maintenance contracts, measurement and physical verification of services by EIC, payment to the contractor after adherence to all applicable laws, deduction of applicable taxes, adherence of the maintenance schedules, preventive maintenance schedules for CNG outlets, PNG network, Steel and MDPE network and Domestic/Industrial/Commercial connections, review of cases related to breakdown of machinery and its consequences and availability of alternative equipment's etc.
- d. It includes but not limited to review of services of Third-Party Inspectors (TPI) process, process of service record maintenance, reporting hierarchy, bills processing, measurement and payment, Inspection Report and QA/QC Report etc.
- e. It includes but not limited to review of repair & maintenance of Offices/Warehouse, compliance to contract terms and conditions for maintenance contracts, adherence to the



maintenance schedules, measurement and physical verification of services by EIC, deduction of applicable taxes, payment to the contractor after adherence to all applicable laws and preventive and periodicity of maintenance schedules etc.

- f. In case of work orders, 30% cases valuing above Rs.10 lacs on random basis to review the cases of services as per work orders, documentations, measurement and verification of services provided as per policy of the company, payment procedures and accounting thereon.
- g. It includes but not limited to review of gas reconciliation including captive consumption, verification of stock of CNG/LNG, normal and abnormal loss, third party losses, comparison with industry practice, suggesting remedial measures to minimize the losses wherever appropriate, accounting of gas loss, analysis of unaccounted gas etc.
- h. Review of Standard operating procedure (SoP) for Operation & Maintenance.
- i. Analysing the Reason of Gas loss in the GA's where benchmark is above company limit.

#### 4. **Sales & Billing:**

- a. It includes but not limited to review of Daily Nominated Quantity (DNQ), allocation/sale of gases as per norms of GOI, actual drawl, applicability of MGO/OD/Imbalances Charges and consequential MGO/OD/ Imbalances Charges invoicing with respect to GSA, review of MGO/OD/ Imbalances Charges for purchase of gases and back to back provisions with customers, review of compliance of GSA, review of adequacy of security deposit/opening of LC as per GSA, review of mechanism for payment/encashment of instrument, review of Debit/Credit Notes for interest, etc. as per approval and accounting thereof etc.
- b. It includes but not limited to review of system and procedure starting from allocation of BP No and conversion to Domestic Connection, start of gas to domestic customer, review of CNG/PNG billing starting from Joint Meter/Ticket Reading to raising of timely invoices to customers as per approved procedure and pricing, delivery of invoices, collection and accounting thereof, review of interest calculation for delay in payment and actual realization from customers, creating the exceptional report for any irregularities/delay in invoices and payments, review of fixation of pricing mechanism, approval process and verification of approved pricing and pricing available in the SAP system, review of at least 20% physical checking of Joint Meter Reading once in a Half Yearly on random basis in respect of billing for each city for CNG as well as PNG, review of ageing of debtors, review of recovery/write-off process, review of availability of security deposit as per contracts, its refund procedure and disconnection procedure etc. in respect of each city.
- c. It includes but not limited to review of gas sourcing process for APM/ Non APM and RLNG gases, pricing mechanism, raising purchase orders, ascertaining the quantity and quality (calorific value) of gas supplied by the vendor, fulfilment of nominated quantity, joint ticketing of gases, bills payment and adjustment of foreign exchange differences, reconciliation of gas with vendors, review of compliance with the agreement / MOU and GOI guidelines regarding allocation of gases, raising of debit and credit notes, reconciliation and balance confirmation etc.



- d. Review of CNG Billing mechanism under DODO, RO and COCO Model, review of pricing available in the system vis a vis approved pricing, cash availability at CNG Station and its timely deposition in Bank Account, in case of delay in deposition, timely issue of interest debit note, review of invoicing of service charges under which services are being provided by Company for conversion of CNG to third party as per agreement, adherence of contractual terms and conditions etc.
- e. It includes but not limited to review of process of registration & refund in respect of Domestic, Commercial and Industrial consumers, review of nature of customers complaints and its redressal system process, periodicity of redressal of complaints, review of feedback from customers, systems to address varied information needs and review of documents and to provide the suggestions for improvement in customer grievances along with timelines etc.
- f. It includes but not limited to review of procedure for assessing the customers' needs, marketing opportunities, preparation of marketing tools and strategies, Implementation of strategy and Monitoring & Control etc.
- g. Review of debtors and its aging analysis, timely action for debtor's recovery, remedial action for fast recovery of debtors, provisions of bad debts in case of non-recovery including write off etc.
- h. It includes but not limited to review all the BP Nos. generated in the SAP along with physical verification of BP Nos. during the audit period, review of BP Nos. converted into Domestic Connections and difficulties and periodicity of such conversions, review of BP Nos. which has not been converted into Domestic Connections along with the reasons and / or difficulties for non-conversion, review of reasons for non-conversions into Domestic Connections with controllable or non-controllable factors along with recommendation for improvements, if any, review of Domestic Connections being billed regularly, its physical verification along with reasons for any delay in the billing and recommendation for reducing the delays, if any, review of gap in connectivity of domestic connections and billing to be analysed and its reporting, review of accuracy of billing of Domestic Connections for correctness and effectiveness of billing system along with areas of improvement, review of payment mechanism of Domestic Connection after billing and any difficulties faced by customers for payment, review of introducing any incentive schemes early conversions into Domestic Connections, review and development of credit policy of the company for Domestic Connections to enhance the nos. of Domestic Connections.
- i. It includes but not limited to review the existing Customers Grievance Redressal System of the company and provide the suggestions considering the best industry practice and give suggestions for formulation of a robust Complaint redressal system of the company along with resources required for implementation.

## **5. Finance and Accounts**

- a. It includes but not limited to review of payment, receipts & journal vouchers along with supporting vouchers and checker and makers system, review of General Ledgers, bill



processing mechanism (100% cases for each item of Rs.10/- lacs and above and 30% cases on random basis of items of below Rs. 10 lacs) as per company policy and accounting principles, review of deduction of PRS and retention of money as per contract and its accounting as per policy of the company, review of accounting of Debit/Credit Notes, review of Bank Guarantees/LCs and its confirmation from Banks etc.,

- b. It includes but not limited to review of accounting policies of the company in compliance with IND AS and its accounting, adherence of accounting policies and suggestions for best accounting policies to be adopted, review of audit trail, review of joint venture accounting, review of inter control/check systems, review of stand-alone and consolidated financial statements disclosures in compliance to IND AS and other Statutory Guidelines.
- c. It includes but not limited to review of Sundry Debtors and Creditors along with its aging with respect to industry practice, review of capitalization of assets, Depreciation and CWIP as per IND-AS, review of provisions, liabilities, current assets and current liabilities and review for compliance of Govt. Audit Paras and Statutory Auditors Comments, if any, etc.
- d. It includes but not limited to review of closing of annual accounts process including Standalone and Consolidated Financial Statements, review of bank reconciliation process, review of reconciliation of cash including POS and Paytm, review of reconciliation of provisions, review of Debtors, Creditors, its aging and balance confirmation, review of requirement of CARO, review of all expense and incomes as per IND-AS, review of physical fixed assets and stores & spares verification process and its accounting as per IND-AS, review of related party transactions, review the contingent liabilities.
- e. It includes but not limited to review of budget preparation and its approval, review of expenses with regard to approved budget, review the appropriation of budget cases, review of variance analysis and all relevant physical and financial ratio analysis and suggest the areas for improvements etc.
- f. It includes but not limited to review of insurance coverage of assets, Identification of insurable assets, selection of policies, finalization of policies through tendering, monitoring of policies, renewal of policies, submission of claims, pendency of claims, review the policy administration etc. and suggest areas of improvements.
- g. It includes but not limited to review of investment of idle/surplus funds as per investment policy and DPE Guidelines, approvals of investment, selection of banks process for investment, timely interest and principal payments by banks on investments, TDS compliance, review of loans agreements, adherence of loan agreement terms and conditions, review of interest payments and its capitalization as per IND-AS, receipt of NOC, charge creation, modification and satisfaction of charges process and its compliances as per Board Approvals etc.
- h. It includes but not limited to review the cash collection at CNG Stations, cash reconciliation at POS and Paytm, review the issue of cheques/authorisation by authorized signatories, physical verification of cash at CNG Stations, review of online payment mechanism and suggest measures for reducing the cash collection to encourage the online transaction etc.



- i. It includes but not limited to review of all statutory tax payments i.e. VAT, Excise & CENVAT, Service Tax, GST, Income Tax, review of tax compliances in respect of various return filling, refunds, advance taxes, timely issue of TDS Certificates etc.
- j. It includes but not limited to review all the projects and O&M payments after deducting all the statutory taxes and duties, adherence with all the statutory compliances and tender and PO / WO conditions, review of accounting of all projects and O&M payments, review of BG related to Projects and O&M, review the contract workers payments as per contract etc.

## 6. **HR and Security**

It includes but not limited to review of hiring of offices and accommodations, arrangement of security services at offices and CNG Stations, review of Security contracts, land records and its registration, physical verification of fixed assets, review of compliances pertaining to all labour laws and regulations in respect of Employee's State Insurance Act, Employee's Provident Funds & Miscellaneous Provisions Act, Contract Labour (R&A) Act, Equal Remuneration Act, Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act, Workmen's compensation Act etc., review of compliances of terms and conditions of various contracts pertaining to HR etc

## 7. **HSE (Health, Safety and Environment)**

It includes but not limited to review of compliance to various HSE Policies, Incident analysis, reporting of fire incidence to management, compliance to safety audit procedures, Compliance to Environment Regulations, compliances of safety standards particularly at CNG Stations, review of safety mechanism for PNG and Industrial, Commercial and Domestic Household Connection, review of pipeline safety mechanism, compliances of safety of CGD network as per PNGRB etc

## 8. **Information Technology General Controls**

It includes but not limited to review of process for Data Safety (SAP), Access to Data Servers, Infrastructure Maintenance and Safety, Process of physical verification of IT assets, Compliance to Internal Guidelines on IT process, SAP System Audit etc.

## 9. **Statutory Compliances**

It includes but not limited to review of adherence to the various rules, regulation and standards issued by PNGRB in respect of Code of Practice for quality of service standards, Code of Practices for Emergency Response, review of process followed for following the legal compliances, Labour laws, Tax Compliances and PESO Compliances, review of legal cases and its implication on the company, process of updating, reporting of non-compliances and reporting the deficiencies and suggestion for improvements and check the compliance of applicable laws to the company and its adherence and preparedness of the company.

## 10. **Internal Financial Controls (IFC)**



Review, Testing and Documentation of design and operative effectiveness of key Internal Financial Controls of the company to comply with the requirements of Company's Act 2013 under audit of each year and to provide assistance for preparation of replies on IFC to management and auditors along with supporting data, excel sheet, basis and other back up papers etc.

**11. Any Other Work assigned by Management / Audit committee / Board**

Internal Audit Plan at each year shall be approved by Audit Committee and Internal Audit shall be conducted as per approved plan in respect of each GAs.

Management / Audit committee / Board of the Company desire to carry out any specific/special assignment which is to be completed by Internal Auditor and the report is to be submitted to them for their consideration. In that case Internal Auditor shall be required to complete that specific/special assignment within time frame and submit their report without any extra cost and / or financial implications.

**12. Joint Ventures**

It includes but not limited to do the promoter audit in respect of all existing joint venture companies of the company, subsidiary companies, step down joint venture companies and all new joint venture companies proposed to be formed during the operation of this contract. Auditors are required to conduct the audit and submit their report indicating suggestion wherever required within a reasonable specified time as advised time to time. The details of existing Joint Venture Companies as on 28.02.2026 are as under: -

- a. Andhra Pradesh Gas Distribution Corporation Ltd, Hyderabad, A.P
- b. Vadodara Gas Limited, Vadodara, Gujarat
- c. Rajasthan State Gas Limited, Jaipur, Rajasthan
- d. Goa Natural Gas Pvt Limited, North Goa
- e. Haridwar Natural Gas Pvt. Limited, Uttarakhand
- f. Purba Bharti Gas Pvt. Ltd.

Further, any other Joint Venture/subsidiary/associates companies which are formed during the period of contracts, the management reserves the right to advise the Internal Auditor to carry out the Promoter Audit of that Joint Venture/Subsidiary/Associates companies on the same terms and conditions for which additional fees as quoted for other Joint Venture/subsidiary/associates companies shall be payable.

GAIL Gas may acquire additional GAs (Geographical Areas) during the audit period. If the same are acquired, then Internal Audit of these GAs may be required to be conducted. In such a case 5% of the audit fee, as quoted by the bidder (for Internal Audit of GAIL Gas), for the relevant FY, for each additional GA will be paid to the bidder.

The audit of Joint Venture companies is to be conducted on yearly basis. The broad scope of works (area) which are only indicative and are not exhaustive is listed below:



Sl. No.	Particulars
1	Review of maintenance of Books of Accounts, various statutory and financial records, compliance of IND AS, IFC, Risk Management Strategy etc.
2.	Review of System of Procurement Procedure starting from indenting to award of all type of Contracts and its Execution, Status of achievement of MWP Targets
3	Review of Arrangement and Utilization of Funds,
4	Review of Budgetary Control Mechanism and MOU compliance.
5	Review of Treasury Management, adherence with Loan Agreement, DPE Guidelines for investment
6	Review of Capital as well as Revenue Expenditure with detailed analysis and reasons of any increase in expenditure
7	Review of Payments to vendors as per terms of PO /WO, accounting, compliances of Statutory Taxes and Duties and its compliances.
8	Review of All type of Statutory Compliances including Tax Compliances. Status of disputes of tax liabilities etc.
9	Review of all legal and PNGRB Compliances, Safety mechanism and its compliances
10	Review of Billing of CNG, PNG system and procedure, realisation of debtors, its aging, provision of bad debts etc.
11	Review of Project activities, timely completion of projects, payment to contractors as per terms of contracts, status of closure of contracts and its aging, action plan for timely closure of contracts etc.
11	Review of Internal Control Systems and Procedures
12	Review of Insurance of Assets, Renewals, Claims, refund etc.
13	Review of Physical verification of Assets, Stores and Spares, write off procedure etc.
14	Review of system and procedure of the company and its adherence, reporting of any failure.
15	Review of Statutory Auditor, internal Auditors, CAG Observations and action taken by the company for its compliances.
15	Compliances of Audit Committee, Board and AGM Minutes, Internal Audit Reports, and other Statutory Authorities directives etc.
16	Review of Any other area/aspect of importance.

Further, Internal Auditor will also follow up the respective JV Companies for submission of reply / action taken on the Internal Audit report.

### **Periodicity and Deliverables**

The periodicity and deliverables of various areas for Internal Audit is as under: -

SL. No.	Area	Period of Audit	Deliverables
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1.	Sales and Billing, F&A, O&M, Projects, and C&P	Half yearly Audit	Half Yearly Audit Report within 30 days from the end of respective half year in respect of each area.
2.	HR, HSE, Statutory Compliances and IT	Yearly Audit	Yearly Audit Report within 30 days from the end of financial year.
3.	Internal Financial Controls,		
4.	Audit of JV Companies		Audit Report within 30 days from completion of audit in respect of each JV.

### **Notes :-**

- a. The scope as defined in the Scope of Work is to be covered entirely in each financial year. The above periodicity may be amended / changed as per requirement and / or audit plan as approved by Audit Committee. In case, Audit Committee changes the Scope of Work, Periodicity of Audit etc., The bidder has to carry out the Internal Audit as per approved Audit Plan without any financial implication. Further, a Presentation on the Internal Audit Report shall also be given to Management of GAIL Gas Ltd, including Audit Committee and Board of Directors of the company.
- b. The bidder shall be required to critically review the functions of various departments, control systems, administrative Practices, adherence to company policies & procedures for carrying out the work as per Scope of Work. In case, any follow up action is required for completing the work and / or action taken note is required for any audit observations, it should be taken from the concerned department for submitting to Audit Committee.
- c. Internal Auditor shall extract the data required for audit from the system (SAP/SAHAJ etc..) itself to the extent possible and balance if any to be collected from the user dept. and also follow-up with the respective Dept/Site office for submission of reply / action taken on the Internal Audit report.
- d. Internal Audit of any Half Year for any Unit/Dept/Area should start with opening meeting with concern Head of Unit/Dept/Area-in-charge. Further, at the close of the Audit, an exit meeting shall also be conducted with concern Head of Unit/Dept/Area-in-charge to discuss the important / significant audit observation for immediate corrective / preventive action, if any before finalization of report. The exit meeting shall be attended by Senior Chartered Accountant / Cost Accountant/ Chartered Engineer along with audit team.
- e. It would be imperative to classify audit observation/suggestion in order of importance e.g. Critical, High & Moderate. Synopsis of Critical point to be shared before Exit Meeting for submission to Top Management.



- f. Internal Audit Reports shall contain the detailed observations, opinions and recommendations and further Comments on Compliance status. The Report should also include the status of last reported observations for the subject along with their Compliance Status. Further, the report shall contain the Chartered Engineer observation and clearly mentioned the area audited by the Chartered Engineer during the period.
- g. It is mandatory for Chartered Accountant/Cost Accountant/ Chartered Engineer who is involved in Internal Audit to attend the meetings and present the Critical point in PPT including kick off and exit meetings with management including Audit Committee and Board Meetings (as and when required) along with their Audit Team.
- h. Internal Audit Reports duly signed by at least one partner of the firm (necessarily a Chartered Accountant/Cost Accountant with valid registration no. registered with the Institute and UDIN No. if applicable) shall be submitted in minimum two copies to EIC, GAIL Gas Limited along with softcopy by e-mail.
- i. Further, the report of the audit in respect of JV companies shall be submitted to EIC/BD dept, GAIL Gas Limited along with a copy to Head of respective JV.



## **Section VII: BoQ / Schedule of Rates**

**Refer e-tender portal**  
**(<https://etenders.gov.in/eprocure/app>)**



**CUT-OUT SLIP**

**DO NOT OPEN - THIS IS A QUOTATION**

*(To be pasted on the envelope containing, EMD / Bid Security, Power of Attorney, Integrity Pact, etc.)*

**Tender** : HIRING OF SERVICES FOR CONDUCTING INTERNAL AUDIT OF THE COMPANY FOR FY 2026-27 TO FY 2028-29

**Tender no.** : GAIL GAS/NOIDA/7205/PK/25-26/125

**Tender Id** : 2026\_GAILG\_272366\_1

**Due Date & Time** : **Up to 1400 Hrs. (IST) on 29.04.2026**

<b>From:</b>	<b>To:</b>
M/s .....	HoD (C&P)
.....	GAIL Jubilee Tower,
.....	B-35/36, 3rd Floor, GAIL Info Hub,
.....	Sector-1, Noida, Distt - Gautambudh Nagar,
.....	U.P. – 201301
.....	Tel.: 0120-4862400