



**M/s GAIL (INDIA) LIMITED
(A Govt. Of India Undertaking)
(A Maharatna Company)
New Delhi-110066**

(DOMESTIC COMPETITIVE BIDDING)

GAIL/ND/CnP/CORP/C-638/2025-26

For

APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS

Contact details:

Mr. T Xalxo, GM (C&P)
E-mail: txalxo@gail.co.in
Phone: 011-26172580 Extn: 2268

Mr. Vaibhav Shrivastava, Sr. Manager (C&P)
E-mail: vshrivastava@gail.co.in
Phone: 011-26172580 Extn: 2246
Mob: 9560611566

**“INVITATION FOR BID (IFB)”****ON DOMESTIC COMPETITIVE BASIS**

Ref No: GAIL/ND/CnP/CORP/C-638/2025-26

Date: 27.05.2025

To,

PROSPECTIVE BIDDERS**SUB: TENDER DOCUMENT FOR APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS**

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

| | | | | | | | |
|-------------------|---|--|-------------------|-----|----------------|-----|--|
| (A) | NAME OF JOB / BRIEF SCOPE OF SERVICE/WORK | APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS | | | | | |
| (B) | TENDER NO. & DATE | GAIL/ND/CnP/CORP/C-638/2025-26 | | | | | |
| (C) | TYPE OF BIDDING SYSTEM | <table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td>No</td> </tr> <tr> <td>TWO BID SYSTEM</td> <td>Yes</td> </tr> </table> | SINGLE BID SYSTEM | No | TWO BID SYSTEM | Yes | |
| SINGLE BID SYSTEM | No | | | | | | |
| TWO BID SYSTEM | Yes | | | | | | |
| (D) | TYPE OF TENDER | <table border="1"> <tr> <td>E-TENDER</td> <td>Yes</td> </tr> <tr> <td>MANUAL TENDER</td> <td>No</td> </tr> </table> | E-TENDER | Yes | MANUAL TENDER | No | |
| E-TENDER | Yes | | | | | | |
| MANUAL TENDER | No | | | | | | |
| (E) | COMPLETION/CONTRACT PERIOD | 02 years as per Clause no. 2 of SCC | | | | | |
| (F) | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | <p>From 27.05.2025 to 1800 (Hrs, IST) of 10.06.2025 on following websites:</p> <p>(i) GAIL's Tender Website – www.gailtenders.in</p> <p>(ii) Govt. CPP Port-1 - https://eprocure.gov.in</p> <p>(iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app</p> | | | | | |



| | | |
|------|--|--|
| (G) | BID EVALUATION CRITERIA (BEC) | Applicable |
| (H) | DATE, TIME & VENUE OF PRE-BID MEETING | <p>Date : 02.06.2025 Time : 1100 hrs IST Venue : Through Microsoft teams meeting</p> <p>PRE-BID LINK IS A BELOW-</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 428 365 451 300 0</p> <p>Passcode: Wg3p44ue</p> <hr/> <p>For organizers: Meeting options</p> |
| (I) | DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE) | <p>Date : 10.06.2025 Time : 1400 hrs</p> |
| (J) | DATE AND TIME OF UN-PRICED BID OPENING | <p>Date : 11.06.2025 Time : 1430 hrs</p> |
| (K) | CONTACT DETAILS OF TENDER DEALING OFFICER | <p>Mr. T Xalxo, GM (C&P) E-mail: txalxo@gail.co.in Phone: 011-26172580 Extn: 2268</p> <p>Mr. Vaibhav Shrivastava, Sr. Manager (C&P) E-mail: vshrivastava@gail.co.in Phone: 011-26172580 Extn: 2246 Mob: 9560611566</p> |
| (L) | EARNEST MONEY DEPOSIT / BID SECURITY | Not Applicable |
| (L1) | DECLARATION FOR BID SECURITY | Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2 |
| (M) | CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT | <p>5% of the annualized contract value excl. GST To be submitted within 30 days after issuance of FOA or LOA whichever is earlier. Delay in submission may either lead to termination or Penal interest as per provision of tender.</p> |
| (N) | DEALING GAIL'S OFFICE ADDRESS | <p>GAIL (India) Limited, GAIL Bhawan', 16, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066</p> |
| (O) | CONTRACT AGREEMENT | Applicable, to be submitted within 15 days from the date of FOA or LOA whichever is earlier |



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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Bid must be submitted only on <https://etenders.gov.in/e procure/app>. Being an e-tendering process, the following documents in addition to uploading its scanned copy(ies) in the bid on GAIL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III):-
 - i) Declaration for Bid Security
 - ii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Bid(s) received from bidders to whom tender information has been issued as well as bid(s) 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 (Section-III).

Any bidder, who meets the tender requirements including Bid Evaluation Criteria (BEC) ~~and QCBS Criteria~~, if applicable and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s)/clarification(s) if any from websites as mentioned at 2.0 (F) 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 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s) if any shall be sent to the prospective bidder(s) by email/post.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled through e-mail, within 7 days from date of receipt of tender information.

10.0 **Procurement through GeM in future by GAIL**

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

GAIL (India) Ltd. is already registered on GeM and have started procurement through GeM.

You are, therefore, requested to kindly register your organization and your products on GeM at the earliest. The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).



11.0 — SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of
GAIL (India) Limited

A handwritten signature in blue ink that reads 'Vaibhav'.

(Authorized Signatory)
Mr. Vaibhav Shrivastava
Sr. Manager (C&P)
E-mail: vshrivastava@gail.co.in
Phone: 011-26172580 Extn: 2246
Mob: 9560611566



DO NOT OPEN - THIS IS A QUOTATION

Tender Document No.: GAIL/ND/CnP/CORP/C-638/2025-26

Description : APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS

Due Date& Time : 1400 hrs of 10.05.2025

| <i>From</i> | <i>TO</i> |
|------------------------|---|
| <i>Name of Bidder:</i> | <i>Mr. Vaibhav Shrivastava</i> |
| <i>Address:</i> | <i>Address: SM (C&P), Cabin No-2246 GAIL (India) Limited, GAIL Bhawan', 16, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066</i> |

(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

**A. Technical BEC**

| Experience Criteria | Documents Required: |
|--|--|
| 1. <i>The bidder should have a minimum of 10 years of experience from bid due date in the Direct and Indirect Tax Consultancy</i> | ➤ <i>Documentary proof for minimum of 10 years of experience / Certificate of incorporation of company/ Partnership Deed in case of partnership/ Certificate of registration in case of LLP to ensure 10 year experience or any other documentary evidence</i> |
| 2. <i>Bidder should be having an establishment in Delhi – NCR, Mumbai & Gujarat</i> | ➤ <i>Documentary proof of establishment / Copy of GST Registration in Delhi-NCR, Maharashtra and Gujarat.</i> |
| 3. <i>Bidder must have experience of completion of atleast Three (03) Workorders valuing Rs. 11.49 Lakhs OR atleast Two (02) Workorders valuing Rs. 14.36 Lakhs OR atleast One (01) Workorders valuing Rs. 22.98 Lakhs for the job of Direct/Indirect tax consultancy for any entity listed in India having an annual turnover of at least Rs 10,000 crores in the preceding 7 years reckoned from the final bid due</i> | <ul style="list-style-type: none"> ➤ <i>Copy of Work Order / Contract Agreement</i> ➤ <i>Copy of Completion Certificate showing reference no. of work order / agreement, actual date of completion, execution value etc.</i> ➤ <i>Documentary evidence towards annual turnover of at least Rs 10,000 crores of the client (to whom consultancy services have been provided) in any one of the preceding 7 years from bid due date</i> |
| <p>NOTE FOR TECHNICAL CRITERIA OF BEC:</p> <p>(i) <i>Work Order / LOA and Execution date must fall within 07 years from the bid due date.</i></p> <p>(ii) <i>A job executed by a bidder for its own in-house purpose/sister concern/subsidiary cannot be considered as experience for the purpose of meeting BEC.</i></p> <p>(iii) <i>Experience of a foreign based supporting company: Not applicable.</i></p> <p>(iv) <i>Relaxation of prior Turnover and prior Experience for Start-up: Not applicable</i></p> | |

B. Financial BEC: Not Applicable



C. EVALUATION AND EMPANELMENT METHODOLOGY

“Bidders will be required to quote blended man-hour rate for services as per Tender document. Evaluation of bids will be done on basis of blended man-hour rate excluding GST.”

Notes:

(i) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST during evaluation of bid (**if applicable as per act/law in vogue**). Where GAIL is entitled for input credit of GST (i.e. CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.

(ii) In case any cess on GST is applicable same shall also be considered in evaluation

For enlistment of empanelment, following methodology shall be adopted for distribution of work order quantity, depending upon the number of bidders shortlisted:

In case 4 nos. of bidders are shortlisted, L2-L4 bidders will be asked to match the rate of L1 bidder. If L2-L4 bidders agree to match the rate of L1 bidder, then the distribution shall be as under:

L1 – 28 % of the total no. of hours

Remaining bidders to make panel of Four consultants- to share remaining no. of hours equally

- (a) In case, any of the bidder from L2-L4 doesn't agree to match the L1 rate, then L5 onwards bidders will be asked to match the L1 Rate so as to have an empanelment of 4 consultants.
- (b) In case, due to paucity of bidders, it is not possible to enlist 4 no. of consultants, then the distribution shall be as under subject to matching of L-1 rate:

| If, Only 3 bidders shortlisted | | If, Only 2 bidders shortlisted | |
|------------------------------------|--|--------------------------------|---------------------------|
| 40% of the total no. of hours each | To be fixed for L1 bidder | 60% of the total no. of hours | To be fixed for L1 bidder |
| Remaining no. of hours | For remaining bidders to be shared equally | 40% of the total no. of hours | For L2 bidder |

- (c) GAIL reserves the right to increase or decrease the no. of consultant for the empanelment.
- (d) Purchase preference as per Public Procurement Policy (PPP) for MSEs will be applicable and in case there is MSE bidder(s) in the empanelment, efforts will be made to allocate atleast 25% of total man-hours to such MSE(s) [arrived as L-1 or quoted within L-1+15%] during execution of the contract. In such case, the above distribution



methodology will be re-adjusted accordingly.

NOTE- In case only a single bidder is shortlisted, tender will be cancelled as there is no empanelment concept. There will not be any restriction in order value considering lower value of indent.

Methodology for Award of Assignment:

Work will be awarded by GAIL on rotational basis on the sole discretion of GAIL also considering clause (d) above.

- A. Only documents (Purchase 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 for evaluation of Bid.**

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder 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 sub-consultant can be accepted against submission of certificate from end user by such bidder along with other specified documents.

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

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, 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. 1) dated 23.07.2020.

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
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I to Section-II.
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.
8. 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.



UNDERTAKING

To,
M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; 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**) fulfills all requirements in this regard and is eligible to be considered.

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



SECTION-III

INSTRUCTION TO BIDDERS

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



INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

The Power of Attorney should be valid till award of contract to successful bidder.



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

3. BID FROM "CONSORTIUM"/ – NOT APPLICABLE

4. ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

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

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

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

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 will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. SITE VISIT

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

[B] – TENDER DOCUMENTS

7. CONTENTS OF TENDER DOCUMENTS

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

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

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

**The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

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

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

- 7.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially



responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF TENDER DOCUMENT

- 8.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in writing or by fax or email no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid (in case of No pre-bid meeting is scheduled). GAIL reserves the right to ignore the bidders clarification if received after the aforesaid period. GAIL may respond in writing to the request for relevant clarification(s). GAIL's response to such query, but without identifying the source of the query will be uploaded on GAIL's e-tender portal and also shall be communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF TENDER DOCUMENTS

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

[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF E-TENDERING:

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



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

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

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

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

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

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial Bid in GAIL's e-tender Portal. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below:



Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 DELETED

12. BID PRICES

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

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

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



13. TAXES & DUTIES

13.1 IN CASE OF INDIAN BIDDER

13.1.1 Bidders are required to mention the GST Registration No. while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.1.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services (Consultant) only. Consultant providing taxable service shall issue an e-Invoice/Invoice, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant with requisite details.

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

13.1.3 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery/completion period shall be to Consultant's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GAIL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GAIL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

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

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

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

Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover.



In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

- 13.1.6 GAIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.1.7 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR. Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Consultant.
- 13.1.8 **Anti-profiteering clause**
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Consultant may note the above and quote their prices accordingly.
- 13.1.9 In case the GST rating of Consultant on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of job, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.
- 13.1.10 The Contractor shall mention the particulars of GAIL (India) Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of GAIL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.
- 13.1.11 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**
Consultant shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GAIL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant with requisite details.
If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (**CGST & SGST/UTGST or IGST**) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Consultant under this contract or under any other contract.
In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Consultant has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GAIL to the government exchequer, then, that Consultant shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.



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

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

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

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

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

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

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

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

If input tax credit is not available to GAIL for any reason attributable to service provider (both for E-invoicing cases and non-E-invoicing cases), then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the service provider under this contract or under any other contract.

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

13.1.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Consultant on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it’s applicability with respect to the Contract.

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

13.2 DELETED

14. BID CURRENCIES:

14.1 In case of domestic competitive bidding, the prices are to be quoted 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 as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16. NOT IN USE

16A DECLARATION FOR BID SECURITY

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidders (including MSEs, Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-2.

17. PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering. The Bidder must submit their queries / clarifications to GAIL in the format "F-11", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

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

19. ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. GAIL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GAIL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a



substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). GAIL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

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

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

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

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

20. **E-PAYMENT**

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

ID] – SUBMISSION OF BIDS

21. **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB



- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

22. DEADLINE FOR SUBMISSION OF BIDS

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

23. LATE BIDS

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

- 24.1.2 DELETED

[E] – BID OPENING AND EVALUATION

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



- 25.1 GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GAIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of GAIL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26. BID OPENING

26.1 Unpriced Bid (Technical Proposal) Opening:

GAIL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid (Financial Proposal) Opening:

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

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



The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

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

26.4 **Discussions & Availability of Professional staff/experts**

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

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

26.5 **Conclusion of the discussion**

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

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

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

27. **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28. **CONTACTING THE EMPLOYER**

28.1 From the time of bid opening to the time of contract award, no bidder shall contact GAIL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GAIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GAIL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**



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

30. CORRECTION OF ERRORS



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

31. ~~DELETED~~

32. **EVALUATION AND COMPARISON OF BIDS**

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

33. ~~NOT IN USE~~

34. **PURCHASE PREFERENCE (Indian bidders only)**

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

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

[F] – AWARD OF CONTRACT

35. **AWARD**

Subject to "ITB: Clause-29", GAIL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest bidder provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

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

**36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Order/contract value is subject to Price Reduction Schedule, if any, as per GCC.
- 36.4 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GAIL.

37. SIGNING OF AGREEMENT

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

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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



- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and action as per declaration for Bid Security
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)"** under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance."
- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.
- 38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.11 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at



F-4.

38.12 Delay in submission of CPBG may attract Penal interest as per GAIL' Procedure.

IN CASE THERE IS DELAY IN SUBMISSION OF CPBG, 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 OF THE DATE OF FOA OR LOA WHICHEVER IS EARLIER.

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 (India) Limited"(GAIL).

The FDR shall be in the name of the GAIL (India) 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. However, GAIL 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 as per the format of "**Third Party Deposit Confirmation Letter**" placed as **AnnexureA**.

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.

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 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.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GAIL.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I to Section-III.

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

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



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

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

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

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

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), 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 MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- 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 shall submit the following :

- (a) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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

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

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, 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 from GAIL, 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 benefits 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 is already registered on the following TReDS platform:

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

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

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

40.8 REVISED CRITERIA FOR CLASSIFICATION OF MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

Government of India vide Gazette notification no. CG-DL-E-21032025-261838 dated 21.03.2025 has notified the modified criteria for Classification of Micro, Small and Medium Enterprises w.e.f. 01.04.2025 as mentioned below:

- (i) a **Micro Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 2.5 crore and turnover does not exceed Rs. 10 crore
- (ii) a **Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 25 crore and turnover does not exceed Rs. 100 crore
- (iii) a **Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 125 crore and turnover does not exceed Rs. 500 crore

All other terms and conditions related to public procurement policy and submission of relevant documentation towards the same shall be as per tender.

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

NOTE: As per recent clarification received from MSME vide letter dated F.No.21(6)/2020-MA(E-4016565) dated 31.08.2023, Benefits of Public procurement policy is not to be extended to vendors registered as Traders (Major Activity) or Service (Trading) category. Further, Irrespective of the product category, the benefit of public procurement policy, such as exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders. Further, for providing Purchase preference, the same shall be dealt as per GAIL's policy.

41 NOT IN USE

42. VENDOR PERFORMANCE EVALUATION

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



43. INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

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

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

43.5 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM:

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GAIL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Executive-in-Charge (EIC) and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

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



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

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

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL’s web site i.e www.gailonline.com.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, GAIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR



- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of



receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46. **NOT IN USE**

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

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

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

Not Applicable

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

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

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the service provider under this contract or under any other contract.

50. **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

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

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

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



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

52. **DELETED**

53. **DELETED**

54. **CONFLICT OF INTEREST**

54.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

54.2 GAIL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of GAIL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by GAIL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.
If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
- e. A Consultant, who has been appointed by GAIL to assist in a bidding process where GAIL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same



assignment. Similarly, a Consultant appointed by any competitor of GAIL in a bidding process shall not be qualified in GAIL's tender for the same assignment.

53.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

54.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

54.5 **Unfair Advantage:** Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

55. **PROFESSIONAL LIABILITY**

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to GAIL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, GAIL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.

56. **DOCUMENTS FOR PAYMENT:**

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

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

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

57. **ORDER TRANSMITTAL SYSTEM:**

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

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



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

Annexure-A

Third Party Deposit Confirmation Letter

Date: __/__/____

To,
GAIL (India) Limited,
.....
.....
.....

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 (India) Limited and the payment will be made to M/s GAIL (India) 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.

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

- (i) **This letter forms an integrated part of FDR**
- (ii) **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.)



Annexure-I to SECTION-III

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 “Obstructive practice”: materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL's rights of audit or access to information.

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



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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

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

Suspension of order/ contract:

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

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

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

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

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

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

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

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

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



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

B.2.2 Period of Banning

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

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

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 L1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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



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

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.



- G. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II to Section-III

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/
CONTRACTORS/ CONSULTANTS**

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization. Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 FOR PROJECTS

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

| Sl.No. | Performance Rating | Action |
|--------|--------------------|---|
| 1 | POOR | Seek explanation for Poor performance |
| 2 | FAIR | Seek explanation for Fair performance |
| 3 | GOOD | Letter to the concerned for improving performance in future |
| 4 | VERY GOOD | No further action |

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card) shall be issued and**



Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC- Consultancy)

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

| Sl. No. | Performance Rating | Action |
|---------|--------------------|--|
| 1 | POOR | Seek explanation for Poor performance |
| 2. | FAIR | Seek explanation for Fair performance |
| 3 | GOOD | Letter to the concerned for improving performance in future. |
| 4 | VERY GOOD | No further action |



- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for Two Years**
 - (b) **Subsequent instance (s)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance:** Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on **watch list for a period of Two (2) Years.**
 - (b) **Second such instance** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances** (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC- Consultancy)
 - (d) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of **Two (2) Years.**
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of Two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (f) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant:



Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L1.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the 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 retendering, GAIL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

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

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

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Contactor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under :

| 1.1 | DELIVERY/ COMPLETION PERFORMANCE | 40 Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|-----------------------------------|-------|------------------|------------|----|--------------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------------|---|-------------------|------------|----|--------------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------------|---|--|
| | <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Delivery Period/ Completion Schedule</th> <th style="text-align: left;">Delay in Weeks</th> <th style="text-align: right;">Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="8">a) Upto 3 months</td> <td>Before CDD</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Delay upto 4 weeks</td> <td style="text-align: right;">35</td> </tr> <tr> <td> " 8 weeks</td> <td style="text-align: right;">30</td> </tr> <tr> <td> " 10 weeks</td> <td style="text-align: right;">25</td> </tr> <tr> <td> " 12 weeks</td> <td style="text-align: right;">20</td> </tr> <tr> <td> " 16 weeks</td> <td style="text-align: right;">15</td> </tr> <tr> <td>More than 16 weeks</td> <td style="text-align: right;">0</td> </tr> <tr> <td rowspan="8">b) Above 3 months</td> <td>Before CDD</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Delay upto 4 weeks</td> <td style="text-align: right;">35</td> </tr> <tr> <td> " 8 weeks</td> <td style="text-align: right;">30</td> </tr> <tr> <td> " 10 weeks</td> <td style="text-align: right;">25</td> </tr> <tr> <td> " 16 weeks</td> <td style="text-align: right;">20</td> </tr> <tr> <td> " 20 weeks</td> <td style="text-align: right;">15</td> </tr> <tr> <td> " 24 weeks</td> <td style="text-align: right;">10</td> </tr> <tr> <td>More than 24 weeks</td> <td style="text-align: right;">0</td> </tr> </tbody> </table> | 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 | |
| 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | ii) When quality failure endanger system integration and safety of the system | Failure of severe nature - Moderate nature - low severe nature | 0 marks 5 marks 10-25 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | iii) Number of deviations | 1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2 | 5 marks 2 marks 0 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



1.3 RELIABILITY PERFORMANCE

20 Marks

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



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

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

The screenshot displays the GAIL Tenders website interface. At the top, there are navigation links: ACTIVE TENDERS, TENDERS SEARCH, CORRIGENDUM, and TENDER AWARDED. The main header features the GAIL logo and the slogan "Think Digital, Be Digital". Below the header, the text reads "GAIL Tenders The GAIL Tenders Information System". A navigation bar includes a home icon, the date "Friday, November 11, 2022", a "Tender Search" input field, and an "E-Tenders" link.

The main content area is divided into several sections:

- WELCOME ! TO GAIL TENDER WEBSITE**
- Tender Statistics**: Shows 83 Tender(s) and 28 Corrigendum(s).
- Click here to Login for uploading Tenders / Corrigendum (Only For GAIL Users)**: A button for user login.
- Today's Statistics**: Shows 0 Tender(s) and 1 Corrigendum(s).
- DETAILS OF PRE-TENDER CONFERENCE**: Includes links for "Authentication of BEC Documents" and "ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)".
- ACTIVE TENDERS**: Lists filters for "Today", "Next Week", "Next Fortnight", and "All Active Tenders".
- TENDERS BY CLASSIFICATIONS**: Lists categories such as "Purchase", "Service Contract", "Empanelment", "Sell/Dispose", "Auction", "Consultancy", "Work contract", and "EOI (Expression of Interest)".
- TENDER SEARCH**: Includes search filters for "Location" and "Category".
- Corrigendum**: A banner for "Corrigendum" with the text "Tender notifications for which corrigendum has been issued".

The footer contains links for "General Conditions of Contracts (GCCs)", "Corporate Website", "Corporate Intranet", "Corporate Email", "Reverse Auction Training Videos", and "GAIL (India) Limited". There are also links for "Archived" and "PTC".



BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| A. GENERAL | | | | | | | |
|--|--|----------------------------|--|---------|------------|---------|-----------------|
| ITB clause | Description | | | | | | |
| 1.1 | The Employer/Owner/Client is: GAIL (India) Limited | | | | | | |
| B. TENDER DOCUMENT | | | | | | | |
| ITB clause | Description | | | | | | |
| 8.1 | For clarification purposes only, the communication address is: Attention: Sh. vshrivastava, SM (C&P) Street Address: GAIL Bhawan, 16, Bhikaji Cama Place, R K Puram Floor/Room number: 246 City: New Delhi, ZIP Code: 110066 Email: txalxo@gail.co.in, vshrivastava@gail.co.in | | | | | | |
| C. PREPARATION OF BIDS | | | | | | | |
| ITB clause | Description | | | | | | |
| 11.1.1 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers | | | | | | |
| 12 | Additional Provision for Schedule of Rate/ Bid Price are as under: Nil | | | | | | |
| 13 | Whether GAIL will be able to avail input tax credit in the instant tender : Yes Details of Buyer: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Services to be rendered at</td> <td>GAIL (India) Limited GAIL Bhawan, 16, Bhikaji Cama Place, R.K. Puram, New Delhi-110066</td> </tr> <tr> <td>PAN No.</td> <td>AAACG1209J</td> </tr> <tr> <td>GST no.</td> <td>07AAACG1209J1ZY</td> </tr> </table> | Services to be rendered at | GAIL (India) Limited GAIL Bhawan, 16, Bhikaji Cama Place, R.K. Puram, New Delhi-110066 | PAN No. | AAACG1209J | GST no. | 07AAACG1209J1ZY |
| Services to be rendered at | GAIL (India) Limited GAIL Bhawan, 16, Bhikaji Cama Place, R.K. Puram, New Delhi-110066 | | | | | | |
| PAN No. | AAACG1209J | | | | | | |
| GST no. | 07AAACG1209J1ZY | | | | | | |
| 15 | The bid validity period shall be 3 months from final 'Bid Due Date'. | | | | | | |
| D. SUBMISSION AND OPENING OF BIDS | | | | | | | |
| ITB clause | Description | | | | | | |
| 18 | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering. | | | | | | |
| 22.2 and 26 of ITB and 4.0 of IFB | For bid submission purposes only (Manual) or the submission of physical document as per cl. no. 4.0 of IFB & 22.2 of Section-III and Bid Opening Purpose as per cl.no.26 of Section-III, the Owner's address is : Attention: Sh. Vaibhav Shrivastava, SM (C&P) Street Address: GAIL Bhawan, 16, Bhikaji Cama Place, R K Puram Floor/Room number: 246 City: New Delhi, ZIP Code: 110066 Email: T Xalxo@gail.co.in, vshrivastava@gail.co.in | | | | | | |
| F. AWARD OF CONTRACT | | | | | | | |



| ITB clause | Description |
|------------|--|
| 37 | State of India which stamp paper is required for Contract Agreement: New Delhi |
| 38 | <p>Contract Performance Security/ Security Deposit : Yes</p> <p><u>The value/ amount of Contract Performance Security/ Security Deposit</u> CPS/SD @ 5% of Annualized Order / Contract value.</p> <p>OR</p> <p>Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value 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.</p> |
| 38.6 | <p>In case “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of GAIL (India) Limited, payable at New Delhi</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL’s Bank account are as under:</p> <p>Beneficiary Name- GAIL India Limited Beneficiary A/c no.. 10813604063 . Bank and Branch- State Bank of India, CAG Branch, 5th Floor, Red Fort Capital, Parsvnath Tower, Bhai Veer Singh Marg, Gole Market, New Delhi-110001. IFSC Code SBIN0017313</p> <p>Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL’s Bank Account.</p> |
| 39.3 | <p>Name and contact details of nodal officer are as under:</p> <p>Shri S K Gupta, CGM (C&P) Tel: 011-26182955-2210 Email: sk.gupta@gail.co.in</p> |
| 40 | <p>Whether tendered item is non-split able or not-divisible : NO</p> <p>Split-table as per provision of tender</p> |
| 44 | Quarterly Closure of Contract: NOT APPLICABLE |
| 48 | Applicability of provisions relating to Startups: Not Applicable |
| 49 | Applicability of provisions regarding invoice for reduced value or credit note towards PRS: APPLICABLE |
| 56 | Applicability of provisions relating to Order Transmittal System: No |
| SCC | <p>Documents required for accepting the services:</p> <p>Refer SCC.</p> |



ANNEXURE-V to Section-III

DELETED



FORMS & FORMAT

**LIST OF FORMS & FORMAT**

| Form No. | Description |
|-----------------|---|
| F-1 | BIDDER'S GENERAL INFORMATION |
| F-2 | PROFORMA OF DECLARATION FOR BID SECURITY |
| F-3 | LETTER OF AUTHORITY |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5A | AGREED TERMS & CONDITIONS FOR INDIAN BIDDER |
| F-6 | ACKNOWLEDGEMENT CUM CONSENT LETTER |
| F-7 | BIDDER'S EXPERIENCE |
| F-8A | CHECK LIST |
| F-8B | CHECK LIST FOR BID EVALUATION CRITERIA (BEC) |
| F-11 | BIDDER'S QUERIES FOR PRE BID MEETING |
| F-12 | E-BANKING FORMAT |
| F-14 | FREQUENTLY ASKED QUESTIONS (FAQ) |
| F-15 | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) |
| F-16 | FORMAT OF CONTRACT AGREEMENT |
| F-18 | FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT |

**F-1****BIDDER'S GENERAL INFORMATION**

To,
M/s GAIL (INDIA) LIMITED
New Delhi

TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26

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



| | | |
|----|---|--|
| 8 | Website | |
| 9 | ISO Certification, if any { If yes, please furnish details } | |
| 10 | PAN No. | |
| 11 | GST No. | |
| 12 | Whether Micro or Small Enterprise (Indian Bidder only) | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether MSE is owned by SC/ST Entrepreneur(s) | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether MSE is owned by Women | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i> |
| | Whether payment is required through TReDS | Yes / No <i>If Yes, please provide the name of portal</i> |
| 13 | Whether Bidder is Startup or not | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 48)</i> |
| | In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores. | |

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

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



FORMAT F-2

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED

**SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26**

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 polices of GAIL in this regard), if we are in breach of our obligation(s) as per following:

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

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



F-3
LETTER OF AUTHORITY

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

Ref:
To,
M/s GAIL (INDIA) LIMITED

Date:

SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

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

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

**F-4**

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY
/ SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Service Provider" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the "SERVICE PROVIDER" shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the Service Provider to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any



of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Service Provider but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the Service Provider is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Service Provider) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Service Provider and notwithstanding any security or other guarantee that GAIL may have in relation to the Service Provider's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
8. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,



Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

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



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

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

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

To,

M/s GAIL (INDIA) LIMITED
New Delhi**SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26**

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

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



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| | b) In case of delay, the invoices/e-invoices shall be submitted after reducing the price reduction due to delay ((refer PRS Clause)). | |
| 10. | Bidder have furnished Bid Security Declaration | |
| 11. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable. | |
| 12. | Bidder Confirms that their offer is valid for period specified in BDS from the final Bid Due date. | |
| 13. | Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner | |
| 14. | All correspondence must be in ENGLISH language only. | |
| 15. | Bidder Confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder. | |
| 16. | Bidder Confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by them, the bid submitted by them shall be liable for rejection. | |
| 17. | <u>No Deviation Confirmation:</u> Bidder noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected. | |
| 18. | If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser/owner is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement." | |
| 19. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid | |
| 20. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, | |



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| | Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the job in all respect within the scheduled time frame and quoted price. | |
| 21. | <p>Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</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 or the Ministry of Petroleum and Natural Gas.</p> | |
| 22. | As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder. | |
| 23. | Bidders should ensure that Tender Document is complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the Tender Document. GAIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender Documents. | |
| 24. | Bidder confirms that they have read and understood the General Conditions of Contract [GCC] – Consultancy Services available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of the GCC. | |
| 25. | <p>Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.</p> | |
| 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> | NOT APPLICABLE |
| 27. | Confirm that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. | |
| 28. | Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document. | |
| 29. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13 of Section-III. | |



Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-5B

NOT IN USE



F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in GAIL issued the tender, by filling up the Format)

To,

M/s GAIL (INDIA) LIMITED
New Delhi

**SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26**

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :



F-7
BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED
16, BHIKAIJI CAMA PLACE,
NEW DELHI-110066

SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26

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

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

Note: Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



F-8 (A)

CHECK LIST

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

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

| S. No. | DESCRIPTION | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|---|-----------|---|
| 1.0 | Confirm that the following details have been submitted in the Un-priced part of the bid | | XXXXXX |
| i | Covering Letter, Letter of Submission | | |
| ii | Digitally signed (in case of e-tendering) or 'signed & stamped(in case of Manual tender) tender document along with drawings and addendum (if any) | | |
| iii | Power of Attorney in the name of person signing the bid. | | |
| iv | Confirm submission of documents alongwith unpriced bid as per tender requirement. | | XXXXXX |
| 2.0 | Confirm that all forms duly filled in are enclosed with the bid duly <input type="checkbox"/> signed by authorised person(s) – Refer cl.no.11 of Section-III | | |
| 3.0 | Confirm that the price part as per Schedule of Rates format submitted with Bidding Document/ uploaded in case of e-bid. | | XXXXXX |
| 4.0 | 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) | | |
| 5.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B) | | |
| 5.0 | Confirm that Undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and Class I Local Supplier). | NA | |
| 6.0 | Confirm that Undertaking as per Form-2 to Annexure-V to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-V to Section-III are submitted- (Applicable for all bidders including MSE bidders). | NA | |



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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name & Designation:

**F-8(B)**

| 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 |
|-----------------------|--|--|--------------------------------------|---|--|
| Technical BEC | | | | | |
| 1. | Experience | Refer technical BEC at section-II of tender and | | Not Applicable | |
| 2 | Experience of bidder acquired as a subcontractor | certificate from end user | | Not Applicable | |
| 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. | | Not Applicable | |



F-9 & F-10
DELETED



F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED

New Delhi

SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS
TENDER NO: GAIL/ND/CnP/CORP/C-638/2025-26

| SL. NO. | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | GAIL'S REPLY |
|---------|------------------------------|----------|------------|---------|----------------|--------------|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | | |

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



F-12

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor Name :
2. Vendor Code:
3. Vendor Address:
4. Vendor e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize GAIL(India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GAIL (India) Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



F-13

DELETED



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) https://etenders.gov.in/e procure/app |
| 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.



F-15

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

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

To,

M/s GAIL (INDIA) LIMITED

New Delhi

SUB: APPOINTMENT OF TAX CONSULTANTS FOR A PERIOD OF TWO YEARS

LOA NO:

Dear Sir,

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

(i) Applicable to us []

(ii) Not Applicable to us []

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

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL for any reason attributable to Consultant (both for E-invoicing cases and non-E-invoicing cases), then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:



F-16

Contract Agreement Form

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

WHEREAS

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

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

AND WHEREAS

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

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

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



reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

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

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

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s GAIL (India) Limited

M/s _____

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



F-17A (UNDERTAKING FOR NO BUSINESS CONNECTION IN INDIA)

NOT APPLICABLE

F-17B (UNDERTAKING FOR NO PE IN INDIA)

NOT APPLICABLE

F-17C (Form 10 F)

NOT APPLICABLE



F-18

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

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *___ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GAIL (India) Ltd. in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from GAIL (India) Ltd.

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

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

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Seal: _____



SECTION-IV

GENERAL CONDITIONS OF CONTRACT

(GCC) - CONSULTANCY

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



SECTION-V

SPECIAL CONDITIONS OF CONTRACT

(SCC) &

SCOPE OF WORK (SOW)



Special Conditions of Contract

1. General:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Fax of Acceptance
 - iii) Schedule of Rates as enclosure to Letter of Acceptance.
 - iv) Special Conditions of Contract (SCC)
 - v) Terms of Reference/Scope of work
 - vi) Instructions to Bidders/Consultants
 - vii) General Conditions of Contract (GCC)
 - viii) Indian Standards
 - ix) Other applicable Standards
2. **Contract Period:** The contract period of this work shall be 02 years from the date of Letter of Intent (FOI) and it can be extended further for another 06 months on the same terms and conditions if so desired by GAIL (India) Ltd.
3. The empaneled firm should appoint senior level persons, with minimum 10 years of experience, as a team leader, separately for direct and indirect tax matters, for overall supervision, review & coordination purpose.



4. Payment Terms:

- (i) Hourly rates are to be quoted strictly as per the Schedule of Rates (SOR) attached in the tender.
- (ii) The hourly rate shall be payable for assignments on the basis of hours quoted at the time of award of specific job.
- (iii) The payment shall be made in 30 days after raising the invoice complete in all respects and handing over to Officer-In-Charge designated for this purpose in Letter of Award (LOA). No interest charges for delay in payment, if any, shall be borne by GAIL.
- (iv) No separate payment shall be made for costs associated with supporting staff deployed by the Consultant Firm and these shall be deemed included in the payment to be made for blended hours quoted for the specific assignment.
- (v) Out of pocket expenses will be paid only for outstation trip (outside NCR area). For outstation trips, the out of pocket expenses (economy air fare, rail fare, boarding & lodging, local conveyance, etc.) shall be reimbursed by GAIL, at actuals, against documentary evidence, as follows:
 - a. Travelling Expenses: Air Travel by economy class by the cheapest airline available. For Rail journey – IInd A.C. rail fare. Local Conveyance - At actuals by Taxi, subject to submission of bill.
 - b. Accommodation facility and food charges: Accommodation and food facility will be provided by GAIL. If GAIL is unable to provide the same then actual expenses will be reimbursed against documentary evidence towards accommodation and food subject to ceiling of Rs. 8000/- per day (excluding taxes).

5. Taxes & Duties: The quoted rates are exclusive of indirect taxes which shall be payable on submission of Tax Invoice. Invoice shall be in the name of GAIL (India) Limited, New Delhi with GSTIN 07AAACG1209J1ZY.

6. Schedule of Rates: Format for schedule of rate is provided in Annexure-1. Bidders are required to submit the rates in the specified format only and any deviation in the same shall lead to rejection of the Bid. Man-hours in SOR are indicative only. Payment shall be made on actual executed man-hours as certified by EIC of contract.



7. **Modifications to GCC for Consultancy Services:** Article 3.11.5 (regarding demobilization and remobilization charges), Article 3.12.0 (Price Reduction Schedule) and Article 3.23.0(Acquisition of Data) of General Conditions of Contract (GCC) shall not apply.

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

Consultant shall pay any and all taxes which are payable in relation to the performance of the contract. The quoted price shall be inclusive of all such taxes except Goods and Service Tax (GST) thereon. The payment towards GST and statutory variation shall be made as per Instructions to Bidders (ITB). GAIL shall deduct Income tax at source at applicable rates. Invoice shall be in the name of GAIL (India) Limited, New Delhi with GSTIN **07AAACG1209J1ZY**

9. Consultant is required to extend coverage of the Schemes of Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) to contract workers, if employed by them for this job.

10. **Guarantee / Defect Liability Period: Not Applicable.**



SCOPE OF WORK

INTRODUCTION

GAIL (India) Limited was incorporated in August 1984 as a Central Public Sector Undertaking (PSU) under the Ministry of Petroleum & Natural Gas (MoP&NG). GAIL India was initially given the responsibility of construction, operation & maintenance of the Hazira - Vijaypur - Jagdishpur (HVJ) pipeline Project.

GAIL has reached new milestones with its strategic diversification into petrochemicals, telecom and liquid hydrocarbons besides gas infrastructure. The company has also extended its presence in power, liquefied natural gas re-gasification, city gas distribution and exploration & production through participation in equity and joint ventures and has incorporated the new-found energy into its corporate identity.

SCOPE

1. GAIL intends to have an empanelment of tax consultants to provide services relating to consultancy / certification / vetting assignments pertaining to any tax laws.
2. The Empanelment of Consultants is proposed to be engaged on an hourly basis for a period of two years, from the date of issuance of Letter of Intent and it can be extended for another 06 months at the same terms and conditions, if so required by GAIL.
3. The detailed scope of work will be provided at the time of issue of requisition of specific assignment however in general, the Consultant firm shall be required to provide services relating to consultancy / certification / vetting assignments pertaining to any tax laws, including, but not limited to, the following activities, as may be assigned by GAIL from time to time:
 - a) Drafting / Vetting of Income Tax Returns and other related forms.
 - b) Providing opinions on different business operations/transaction for tax treatments of Direct and Indirect Taxes, SEBI, FEMA etc.
 - c) Discussions with GAIL officials regarding a) & b) above.
 - d) Providing presentations to Management regarding Tax treatment on different business operations/transactions
 - e) Attend conferences with GAIL officials and render legal opinions promptly;
 - f) To perform any other work assigned by GAIL from time to time related to the above assignments.
 - g) The above Scope of Work is suggested to be only illustrative and not exhaustive and may vary depending on the progress of the work / discussions as advised by GAIL.



4. Methodology for Award of Assignment

Work will be awarded to the Consultant Firms on rotational basis on the sole discretion of GAIL.

5. Confidential Information: In addition to confidential clause mentioned in GCC, following must also be noted by consultant:

5.1.1 During the term of the contract the information or material provided to the consultant by GAIL shall be kept confidential at all the time.

5.1.2 The Consultant shall not use the confidential information other than its intended purposes. It will not disclose, publish or otherwise reveal any other confidential information received from GAIL to third party whatsoever except with the prior written authorization of the disclosing party.

5.1.3 The information furnished in tangible form shall not be duplicated by except for the intended purpose. Upon the request of GAIL, Consultant shall return all the confidential information received in written or tangible form, including copies of reproduction or other media containing such confidential information.



SECTION-VI

SCHEDULE OF RATES (SOR)

Format of SOR / BOQ is attached separately in GePNIC portal