

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-12-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-12-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Contract & Procurement
संगठन का नाम/Organisation Name	Gail Mangalore Petrochemicals Limited
कार्यालय का नाम/Office Name	Mangalore Karnataka
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report, Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2025-26; CA Firm, CAG Empan.. , Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report, Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2026-27; CA Firm, CAG Empan.. , Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report, Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2027-28; CA Firm, CAG Empan..
अनुबंध अवधि /Contract Period	2 Year(s) 4 Month(s) 1 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	32

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

GAIL Mangalore Petrochemicals Limited  
Mangalore Karnataka, Contract & Procurement, GAIL MANGALORE PETROCHEMICALS LIMITED, Ministry of

Petroleum and Natural Gas  
(Gail Mangalore Petrochemicals Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

##### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
01-12-2025 11:00:00	Through MS Teams. Meeting link is shared in Tender Document.

**Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report, Lumpsum Fees Relating To Internal Audit Of GAIL Mangalore Petrochemicals Limited For The Complete Scope Of Work For FY 2025-26; CA Firm, CAG Empan.. ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specifica tion	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report , Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2025-26
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm , Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Deterring , Investigating fraud , Compliance with law & regulations , Governance of company , Compliance with contracts , Risk Management , Review system & processes , Treasury operations , Bank Transactions , Internal Control over Financial Reporting
Type of Industries /Functions	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Owners Capital , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance
Frequency of Progress Report	Half Yearly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Half Yearly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajarajan M	574142,Mangalore SEZ Industrial Plot 9, Village Bajpe, Mangalore, Distt. Dakshina Kannda	1	N/A

**Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report, Lumpsum Fees Relating To Internal Audit Of GAIL Mangalore Petrochemicals Limited For The Complete Scope Of Work For FY 2026-27; CA Firm, CAG Empan.. ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specifica tion	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report , Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2026-27
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm , Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Deterring , Investigating fraud , Compliance with law & regulations , Governance of company , Compliance with contracts , Risk Management , Review system & processes , Treasury operations , Bank Transactions , Internal Control over Financial Reporting
Type of Industries /Functions	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Owners Capital , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance
Frequency of Progress Report	Half Yearly

विवरण/ Specific ation	मूल्य/ Values
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Half Yearly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajarajan M	574142,Mangalore SEZ Industrial Plot 9, Village Bajpe, Mangalore, Distt. Dakshina Kannda	1	N/A

**Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report, Lumpsum Fees Relating To Internal Audit Of GAIL Mangalore Petrochemicals Limited For The Complete Scope Of Work For FY 2027-28; CA Firm, CAG Empan.. ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specifica tion	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report , Lumpsum Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2027-28
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm , Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Deterring , Investigating fraud , Compliance with law & regulations , Governance of company , Compliance with contracts , Risk Management , Review system & processes , Treasury operations , Bank Transactions , Internal Control over Financial Reporting
Type of Industries /Functions	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Owners Capital , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance
Frequency of Progress Report	Half Yearly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Half Yearly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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## अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajarajan M	574142,Mangalore SEZ Industrial Plot 9, Village Bajpe, Mangalore, Distt. Dakshina Kannda	1	N/A

### केता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

#### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. FOR BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY, REFER SECTION-II OF TENDER DOCUMENT.
2. BIDDERS ARE REQUIRED TO GO THROUGH TENDER DOCUMENT ATTACHED IN BELOW LINK IN BUYER UPLOADED ATC DOCUMENT AND SUBMIT ALL FORMS AND FORMATS INCLUDED IN THE TENDER.
3. BIDDERS ARE ALSO REQUIRED TO SUBMIT SIGNED AND STAMPED COPY OF SECTION V : SCOPE OF WORK (SOW) & SPECIAL CONDITIONS OF CONTRACT (SCC) OF TENDER DOCUMENT THEREBY CONFIRMING ACCEPTANCE TO THE SAME.
4. BIDDERS ARE REQUIRED TO CONSIDER SUPPLY TO ZERO RATED SUPPLY OR SERVICE (AN SEZ UNIT) & HENCE QUOTE THE PRICES EXCLUSIVE OF GST.

#### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in [सामान्य नियम और शर्तें/General Terms and Conditions](#) is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



# **GAIL Mangalore Petrochemicals Limited (GMPL)**

## **BIDDING DOCUMENT FOR**

**APPOINTMENT OF INTERNAL AUDITORS OF GMPL  
FOR 03 YEARS**

**TENDERING UNDER  
“DOMESTIC COMPETITIVE BIDDING”**

**GEM BIDDING DOCUMENT NO:  
GEM/2025/B/6929467**

**TENDER THROUGH GEM-PORTAL**

**Prepared and issued by**

**GAIL Mangalore Petrochemicals Limited**

**[In case of any conflict in terms & conditions given in this document and provisions/ conditions available at GeM portal (including Service Level Agreement (SLA), General terms and conditions (GTC)), the terms & conditions contained in this document shall prevail]**



## SECTION-I

### "INVITATION FOR BID (IFB)"

Ref No: GEM/2025/B/6929467

Date: 25/11/2025

To,

**PROSPECTIVE BIDDERS,**

**GeM Bid No: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**

**Dear Sir/Madam,**

**1.0 GAIL Mangalore Petrochemicals Limited, [A Wholly Owned Subsidiary of GAIL (India) Limited],** invites bids 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:

<b>(A)</b>	BRIEF SCOPE OF SERVICE /JOB	APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS		
<b>(B)</b>	GEM BID NO. & DATE	GEM/2025/B/6929467 & 25.11.2025		
<b>(C)</b>	COMPLETION/CONTRACT PERIOD	As per tender SCC		
<b>(D)</b>	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>	
		NOT APPLICABLE	<input checked="" type="checkbox"/>	
<b>(D1)</b>	DECLARATION FOR BID SECURITY	Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A		
<b>(E)</b>	DUE DATE & TIME OF BID-SUBMISSION	As per <b>GeM Bid No: GEM/2025/B/6929467</b>		
<b>(F)</b>	DATE, & TIME OF UN-PRICED BID OPENING	As per <b>GeM Bid No: GEM/2025/B/6929467</b>		



(G)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>01.12.2025 &amp; 11:00 AM</p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a></p> <p><b><a href="#">Join the meeting now</a></b></p> <p>Meeting ID: 438 317 296 914 1 Passcode: jW6XJ2Xr</p>
(H)	CPS/SD	<p>5% of the annualised order / contract value excluding GST.</p> <p><b>Or</b></p> <p>Initial security deposit (ISD) @ 2.5% of Annualised Order value / 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 Total Annualised Order / Contract value.</p>
(I)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p>Name: Jaypalsinh C. Parmar Designation: SO (C&amp;P) Direct No.: +91 824-2889925 E-mail : <a href="mailto:jc.parmar@gail.co.in">jc.parmar@gail.co.in</a></p>
(J)	DEALING GMPL'S OFFICE ADDRESS	<p>GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd.Mangalore, Karnataka, 574142</p>
(K)	PAYMENT TERMS	As per Tender SCC
(L)	PPP-MII, ORDER 2017	Not Applicable
(M)	MSE POLICY/PPP-2012	Applicable

In case of the days specified above happens to be a holiday in GMPL, 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. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading the bid on GeM portal shall also be submitted in Original (in physical form) within 7 (seven) days from the date of un-priced bid opening, failing which the bid shall be liable for rejection: -
  - i) **EMD/Bid Bond**
  - ii) **Line of Credit (if applicable)**



Further, GMPL reserves the right to seek in physical form (original/notarized true copy) of any document(s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited /Bid Security Declaration clause shall be invoked.

- 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).
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM portal 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.
- 8.0 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.
- 9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 10.0 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.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 **REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)**

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 Mangalore Petrochemicals Ltd. is already registered on GeM as Buyer and have started procurement through GeM.

- (i) Service Provider providing Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of



Letter of Acceptance.

(ii) Seller ID will also be incorporated in Letter of Acceptance issued by GMPL.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

13.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. GMPL's decision in this regard shall be final.

14.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

15.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM 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/option made on GeM portal.

This is not an Order.

For & on behalf of

GAIL Mangalore Petrochemicals Limited

Parmar

Jaypalsinh

Chandrasinh

Digitally signed by Parmar  
Jaypalsinh Chandrasinh  
Date: 2025.11.25 12:58:52  
+05'30'

Jaypalsinh C. Parmar

Senior Officer (Contracts & Procurement)

Mobile No.: +91 824-2889925

E-mail : [jc.parmar@gail.co.in](mailto:jc.parmar@gail.co.in)



**DO NOT OPEN - THIS IS A QUOTATION**

**Tender No.** : **GEM/2025/B/6929467**

**Description:** : APPOINTMENT OF INTERNAL AUDITORS  
OF GMPL FOR 03 YEARS

<b>From</b>	<b>To</b>
	<p>Name : Jaypalsinh C. Parmar Designation: Senior Officer (Contracts &amp; Procurement) Mobile No.: +91 824-2889925 E-mail : <a href="mailto:jc.parmar@gail.co.in">jc.parmar@gail.co.in</a> GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd. Mangalore, Karnataka, 574142</p>

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

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## **SECTION-II**

# **BID EVALUATION**

## **CRITERIA &**

## **EVALUATION**

## **METHODOLOGY**



## SECTION-II

### **BID EVALUATION CRITERIA & EVALUATION METHODOLOGY**

#### **A. Technical Criteria:**

The bidders who intend to participate in this tender shall meet the minimum qualifying technical requirement as per the following:

- i) Bidder should have a full-fledged office set-up with at least Three (3) qualified Chartered Accountants/ Cost accountants working from that particular office as partners/ regular employees. This branch/ office shall be responsible for conducting internal audit of GAIL Mangalore Petrochemicals Ltd. as per this tender.
- ii) Bidder should have at least five years of standing in the profession of Chartered Accountancy/ Cost Accountancy and the bidder should be registered under GST.
- iii) The bidder must have completed/ executed, contract/ Work Order (WO) / LOA/ Agreement for an "**Internal Audit Job**" in the preceding 07 years prior to the final due date of Bid Submission for a company engaged in Oil & Gas/ Petrochemical/ Fertiliser/ Refinery/ Power / Mining Industry, having minimum number of WO/ LOA/ Contract/ Agreement & its completed value as per below.

<b>Category</b>	<b>Minimum (at least) Number of WO/ LOA/ Contract/ Agreement to be submitted for qualifying Technical BEC Criteria</b>	<b>Minimum (at least) executed/ completed value of each WO/ LOA/ Contract/ Agreement (Rs. In Lakhs)</b>
1	1	<b>4.57</b>
OR		
2	2	<b>2.85</b>
OR		
3	3	<b>2.29</b>

**Noted Below (NB):** Interpretation of above table

Minimum 01 Number of WO/ LOA/ Contract/ Agreement having minimum executed/ completed value of **Rs.4.57 lakhs**

OR

Minimum 02 Numbers of WO/ LOA/ Contract/ Agreement having minimum executed/ completed value of **Rs.2.85 lakhs** against each WO(s)/ LOA(s)/ Contract(s)/ Agreement(s)

OR



Minimum 03 Numbers of WO/ LOA/ Contract/ Agreement having minimum executed/ completed value of **Rs.2.29 lakhs** against each WO(s)/ LOA(s)/ Contract(s)/ Agreement(s)

#### Notes to BEC (Technical):

- (i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (ii) In case the bidder is executing a rate contract/maintenance contract which is still running and the contract value/quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed value/quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the End user/Owner (or their consultant who has been duly authorized by them to issue such certificate) having the Reference number of work order, actual date of completion of work, executed/ completion value etc.

#### B. Financial Criteria: NOT APPLICABLE

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

- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- (b) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

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

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

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

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

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

Any shortfall information / documents on the Audited Annual Report/ Financial Statement

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



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

**E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME**

Prior experience as mentioned above in technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

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

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

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

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

SL No	Domain	
	Industry	Sector
1	Professional and commercial services	Business support services

**F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC**

BEC Clause No.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	



Technical Criteria A(i)	Qualifying criteria	<p>1. ICAI Firm card / Identification issued by ICMAI.</p> <p>2. Self-certified declaration on Bidder's letterhead mentioning names of Qualified Chartered Accountants/ Cost Accountants working in the branch/ office which shall conduct the audit of GMPL, along with their membership numbers, date of qualifying and date of joining the firm</p> <p>The declaration should clearly specify the branch/office in which the above personnel are working as this branch shall be responsible for conducting internal audit of GMPL.</p>
Technical Criteria A(ii)	Qualifying criteria	<p>1. <b><u>In case of company/ LLP:</u></b> Bidder shall provide copy of Incorporation/ Registration Certificate of the company/ LLP depicting date of incorporation/ registration.</p> <p><b><u>In case of Proprietorship / Partnership Firm:</u></b> Bidder shall provide copy of Partnership Deed or registration certificate under "Shop &amp; Establishment Act"/ "Trade Licence" including Affidavit (as applicable)</p> <p>2. Copy of GST Registration certificate of the office which shall conduct the audit.</p>
Technical Criteria A(iii)	Experience	<p>1. Documentary proof in the form of WO/ LOA/ Contract/ Agreement. The WO/ LOA/ Contract/ Agreement must clearly indicate the below:</p> <p>i. Name &amp; address of organization who has issued the Order.</p> <p>ii. Nature of Order along with Schedule of Rates, Scope of Work &amp; Contract Period.</p> <p>iii. Value of the WO/ LOA/ Contract/ Agreement.</p> <p>2. Copy of proof of execution clearly establishing cross reference with above WO/ LOA/ Contract/ Agreement. Any one of the following documents to be submitted as the execution proof:</p> <p>i. Completion Certificate/ Execution Certificate, issued by the End user/ Owner.</p>



		ii. Proof of execution in terms of tax invoice along with its relevant proof of payment receipt issued by the End user/ Owner.
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**G. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC: NOT APPLICABLE**

**H.** Eligibility criteria in case bid (offer of those bidders not under consortium arrangement) is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa. Shall be applicable as per ITB of tender.

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

**J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

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

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

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or



- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note:

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



7. "**Transfer of Technology**" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
8. "**Specified Transfer of Technology**" means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & II of this order.

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

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

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

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

10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

#### **K. BID EVALUATION AND AWARD METHODOLOGY:**

Supply/Services to M/s. GAIL Mangalore Petrochemical Limited, Mangaluru-574142, Karnataka under SEZ Unit comes under "Zero Rated Supply", hence no tax will be applicable. Accordingly, bidders are required to quote their prices including all charges, considering zero rated supplies/Services. However, taxes if applicable on supply, which are not covered under "zero rated supply" or not exempted under GST tax regime, shall be included in the quoted base price/borne by the Service Contractor/supplier.

Techno-commercially acceptable bids will be considered for financial evaluation (price bid opening) on **overall lowest cost basis (L-1) price** & for award on **overall lowest cost basis (L-1) price** on "Zero rated Supply of Goods"

In addition to the above evaluation methodology, Purchase Preference to MSEs as per Public Procurement Policy-2012 (PPP-2012) shall be applicable as per Govt. Guidelines.

Note (s):

- (i) In view of SEZ unit status, M/s GAIL Mangalore Petrochemical Limited, Mangaluru-574142, Karnataka is eligible for various benefits/exemptions under the applicable law.
- (ii) The Supplier shall ensure availment of all such benefits/ exemptions under GST Law.



## Form- I-A to Section II: UNDERTAKING ON LETTERHEAD

To,

M/s GAIL MANGALORE PETROCHEMICALS LIMITED

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SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS

TENDER NO: GEM/2025/B/6929467

Dear Sir

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



**Form- I-B to Section II: UNDERTAKING ON LETTERHEAD**  
*(Applicable in case of Transfer of Technology cases only)*

To,

M/s GAIL MANGALORE PETROCHEMICALS LIMITED

---

SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS

TENDER NO: GEM/2025/B/6929467

Dear Sir

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

(i) Does not have ToT with such a country [ ]

(ii) If having ToT 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 against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



## Schedule I

### List of Category-I Sensitive sectors:

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

## Schedule II

### List of Category-II Sensitive sectors:

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



### Schedule III

#### List of Sensitive Technologies:

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



## Appendix-A1 to Section II

### Appendix-A1 to Section II: FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED

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

Whereas

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

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

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

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



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

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

For and on behalf of  
(Bidder)  
M/s.

Witness:  
1)  
2)

For and on behalf of  
(Supporting Company)  
M/s.

Witness:  
1)  
2)



## Appendix-A2 to Section II

### Appendix-A2 to Section II: GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR (to be executed on plain paper)

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

FOR

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

TOWARDS

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

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

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

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

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GMPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



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

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of



additional Performance Bank Security)

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Witness:

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

#### INSTRUCTIONS FOR FURNISHING GUARANTEE

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



## Appendix-A2A to Section II

### Appendix-A2A to Section II: CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.



## Appendix-A3 to Section II

### **Appendix-A3 to Section II PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

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

**Dear Sir(s),**

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

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

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

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



1. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GMPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GMPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
2. The Bank also agrees that GMPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GMPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that GMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GMPL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GMPL or any indulgence by GMPL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GMPL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GMPL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GMPL or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.



10 Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- 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 GMPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name .....

Designation .....

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

Signature of a person duly  
Authorized to sign on behalf of the  
Bank

E-mail :  
Telephone/Mobile No. :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.



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

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



# **SECTION-III**

# **INSTRUCTION TO**

# **BIDDERS**

## **(TO BE READ IN CONJUNCTION WITH**

## **BIDDING DATA SHEET (BDS)**



## SECTION-III

### INSTRUCTION TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS [ITB]**

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

#### **[A] – GENERAL**

##### **1 SCOPE OF BID**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/GMPL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

##### **2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GMPL/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 GMPL/GAIL or the Ministry of Petroleum and Natural Gas.

**Bidders marked "Suspended" on GeM (but eligible as per GMPL's Tender Document) will be evaluated as per terms & conditions of the Tender Document.**

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

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

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

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



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

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

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

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

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

2.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

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

### **3 BIDS FROM CONSORTIUM"- NOT APPLICABLE**

### **4 ONE BID PER BIDDER**

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

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

- a) they have controlling partner (s) in common; or



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

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

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

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.
- 4.6 It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.
- 4.7 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, GMPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

## **6 SITE VISIT**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against GMPL 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] – BIDDING DOCUMENTS**

### **7 CONTENTS OF BIDDING DOCUMENTS**

7.1 The contents of Bidding Documents / Tender Documents are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]\*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format\*\*
- Section-IV : General Conditions of Contract [GCC]\*\*\*
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

\*\*\* General Conditions of Contract - Services is attached in Section-IV. Further, Hindi version of GCC is available on the GAIL's tender website for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.



## **8 CLARIFICATION OF TENDER DOCUMENT**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GMPL in writing or email at GMPL 's mailing address indicated in the BDS or on GeM portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. GMPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GMPL may respond in writing to the request for clarification. GMPL 's response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM portal / communicated to prospective bidders by e-mail.

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

## **9 AMENDMENT OF BIDDING DOCUMENTS**

9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.

9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

## **[C] – PREPARATION OF BIDS**

### **10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GMPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

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

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows

11.1 **TECHNO-COMMERCIAL / UN-PRICED BID** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the



authorized signatory of the Bid, as per clause no.2.7 of ITB

(j) Copy of EMD+, Declaration for Bid Security as per provision of ITB

(k) Deleted

(l) ~~Undertaking as per Form 1 to Annexure III to Section III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form 2 to Annexure III to Section III (Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not).~~

(m) Undertaking as per Form-I to Section-II regarding Provisions for Procurement from a Bidder which shares a land border with India

(n) All forms and Formats including Annexures

(o) ~~‘Integrity Pact’ as per ‘Form F-13’~~

(p) Tender Document, its Corrigendum/Amendment/Clarification(s) (If any issued in GeM portal) duly signed by the Authorized Signatory holding POA.

(q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).

(r) Any other information/details required as per Bidding Document

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

#### **11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]**

- i) The Prices are to be submitted strictly as per the Price bid / Schedule of Rate (SOR) on GeM portal. GMPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR 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 SOR and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by



the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

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

## **12 BID PRICES**

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole job /works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties including **GST (CGST & SGST/UTGST or IGST)**.  
Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by GMPL.

12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

12.4 ~~All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid price submitted by the Bidder.~~

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

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

***In view of M/s GMPL being SEZ unit, M/s GMPL is eligible for various benefits/exemptions under the applicable law. Accordingly, services to M/s GMPL comes under "Zero Rated Supply / Service", hence no tax is applicable. However taxes if applicable on supply /services, which are not a "zero rated supply /services"***



**or not exempted under GST tax regime, shall be included in the quoted price/borne by the Service Contractor.**

**The Service provider shall ensure availment of all benefits/ exemptions under GST Law applicable for SEZ Unit.**

**The prices quoted by the Bidders will be excluding GST (CGST & SGST/UTGST or IGST).**

- 13.1.1 Bidders are required to mention the GST Registration Number wherever **GST (IGST only)** is applicable. Also, the Bidders shall compulsorily execute B1 Bond or UT1 Undertaking since supplies to SEZ Unit is considered as exports / zero rated supplies and inter-state supplies and for making zero rated sales every bidder has to execute LUT under GST provisions to raise invoice without GST.
- 13.1.2 Quoted prices should be exclusive of all taxes and duties. The bidder shall quote prices without considering any GST (IGST) as supply made to SEZ unit is treated as Zero rated Sale as per the Section 16 of the IGST Act, 2017. Hence, no GST is chargeable to GMPL being an SEZ Unit. However, if IGST is charged then GMPL shall not avail the Input Tax Credit on the same transaction, hence the same shall not be paid to the vendor.

Payments to Consultant /Vendors on their output supplies will be made provided the above formalities under GST laws are fulfilled. Further, GMPL may seek copies of challan and certificate from Chartered Accountant for not depositing the GST (IGST only) as it is a zero-rated supply.

- 13.1.3 In case of statutory variation in **GST (IGST only)**, at present, the differential amount will not be payable on the contract value during contract period, as the supply of goods and services to SEZ Unit is zero rated. However, in the case, exemption or zero-rated treatment to supplies of goods & services are revoked under GST laws, the Consultant / Vendor shall submit a copy of the concerned 'Government Notification' to evidence the rate as applicable on the bid due date and on the date of revision, which will be paid separately from time to time.

Claim for applicable **GST (IGST only)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of additional or differential (in%) **GST (IGST only)**, 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 GMPL is not entitled to avail zero rated supplies of goods & services as per IGST act and rules made thereunder and GST has been charged by the vendor/ consultant, it will be paid by GMPL, as follows: -

In case of withdrawal of zero rated supplies of goods & services to SEZ Unit, the Owner/GMPL will reimburse the **GST (IGST only) charged on the invoice** by the Consultant / Vendors at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GMPL to claim input tax credit of **GST (IGST only)** paid. In case of any variation in the executed quantities, the amount



on which the **GST (IGST only)** 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 and copies thereof are submitted to the Owner / GMPL from time to time.

The impact of **GST (IGST only)** shall not be considered for evaluation of bids, as per evaluation criteria of tender document since at present supplies of goods & services are treated zero rated supplies and also Input Tax Credit on inputs and input services utilised by the Consultant / Vendors shall form the value of the bid.

The bids will be evaluated based on total price excluding **GST (IGST only)**.

13.1.5 Where GMPL has the obligation to discharge **GST (IGST only)** liability under reverse charge mechanism, it shall be complied and shall avail the Input Tax Credit. however, presently there is no GST (IGST only) liability payable under reverse charge mechanism. However, if any **GST (IGST only) is payable** to the Government on which interest or penalties becomes payable as per GST laws for any reasons, which is not attributable to GMPL or ITC with respect to such payments is not available to GMPL for any reason which is not attributable to GMPL, then GMPL shall be entitled to deduct / set off / recover such amounts against any amounts paid or payable by GMPL to Consultant / Vendor.

#### 13.1.6 **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.

13.1.7 In case the GST rating of Consultant / Vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GMPL. Further, in case rating of bidder is negative / black-listed after award of job, then GMPL 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 GMPL.

13.1.8 The Contractor / Consultant / Vendor shall mention the particulars of GMPL, (place specified in BDS including place of their SEZ Unit) on the Invoice. Besides, if any other particulars of GMPL are required to be mentioned, under GST rules / regulations, the same shall also be mentioned on the Invoice.

#### 13.1.9 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Wherever GST is made applicable to SEZ Unit (presently it is zero rated supplies), Consultant / Vendors 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 GMPL to avail input credit of GST (IGST only). Further, returns and details required to be filed under GST laws & rules should be timely filed by Consultant / Vendor with requisite details.

If input tax credit is not available to GMPL for any reason not attributable to GMPL, then GMPL shall not be obligated or liable to pay or reimburse GST (IGST only) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount GST



(IGST only) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GMPL in future to the Consultant / Vendor 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 GMPL that the Consultant / Vendor has not remitted the amount towards GST (IGST only) collected from GMPL to the government exchequer, then, that Consultant shall be put under Holiday List of GMPL 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 GMPL.

**13.1.10** In cases where Government revokes the zero rated supplies to SEZ Unit under GST Laws before bidding, GST Rate quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the highest total score 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, GMPL shall place orders.

**13.1.11 Provision w.r.t. E-Invoicing & E-way Bill requirement as per GST laws:**

Consultant / Vendor, who is required to comply with the requirements of E-invoice & E-way Bill 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 GMPL as no ITC is allowed on such invoices.

Therefore, all the payments to such service provider / supplier, who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) / e-way bill 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 GMPL for any reason attributable to service provider / supplier (both for E-invoicing cases / e-way bill and non-E-invoicing / non E-way Bill cases), then GMPL shall not be obligated or liable to pay or reimburse GST (IGST only) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount GST (IGST only) 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-17 along with documents for release of payment.



**13.1.12 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 / Vendor 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 its applicability with respect to the Contract.

**13.1.13** Full payment excluding GST (since it is exempted / treated as zero rated supplies to SEZ Unit) will be released at the time of processing of invoice for payment, where the GST amount reflects (if zero rated supplies to SEZ Unit are withdrawn by Government)) in Form GSTR-2B of GMPL. However, in case where the GST amount doesn't reflect in Form GSTR-2B of GMPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2B of GMPL.

**13.2** GST (IGST only) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB. Presently all the supplies of goods & services from India as well as from outside India, all the taxes are exempted.

**NOTE - GAIL MANGALORE PETROCHEMICALS LIMITED IS SITUATED IN MSEZ PREMISES. BIDDER TO NOTE THE GST/SEZ RELATED CONDITIONS ATTACHED ELSEWHERE IN THE TENDER DOCUMENT AND ACCORDINGLY QUOTE THE PRICES.**

### **GMPL's GST & INVOICE RELATED CONDITIONS**

#### **Points to be considered while raising Supply/Service Invoice to GMPL, Mangalore**

Supply of material and service to SEZ is treated as “Zero rated supply” under chapter (VII), section 16(1) (b) of IGST act 2017.

Supplies into SEZ are exempt from GST and are considered as exports. Therefore, the suppliers supplying goods to SEZs should Supply under bond or LUT without payment of IGST and claim credit of ITC; or. Supply on payment of IGST and claim refund of taxes paid.

As per Notification number 17/2017-Central Tax dt.27.07.2017 it is required to mention the below line in invoice for supply to SEZ-

(i) For ab-initio exemption option- “*Supply to SEZ unit for authorized operation under bond or*

***Letter of undertaking without payment of integrated tax***, this statement should be mentioned on top of the invoice while availing the option of ab-initio exemption. In this case supplier has to mention only the rate of IGST and the amount of IGST will be Nil. Also, supplier has to mention his **LUT ARN (Application Reference Number)** received against GST RFD-11.



(ii) For refund exemption option - “*Supply to SEZ unit for authorized operation on payment of integrated tax*”, this statement should be mentioned on top of the invoice while availing the refund exemption option. In this option supplier has to show IGST (not CGST and SGST) with the IGST rate & Amount HSN Code wise.

**In any of the above case M/s GMPL will pay only basic amount to the supplier, and GST refund (If any) needs to be claimed by supplier only.**

The billing / shipping address shall be:

**GAIL Mangalore Petrochemicals Limited**  
**Door No. 4-214, Industrial Plot – 9, Mangalore**  
**SEZ Ltd, Village Bajpe, Dist. Dakshina**  
**Kannada,**  
**Karnataka – 574142**  
**GSTIN: 29AACCJ1516H1ZQ**

**All Invoice should mention the complete address of the company as below and if the material is procured by contactor/vendor from a third party and supplied to GAIL MANGALORE PETROCHEMICALS then complete address of the Buyer/Contractor should be mentioned as Bill to Party and Full address of GAIL Mangalore Petrochemicals Limited should be mentioned as Ship To /Consignee Address as below,**

**GAIL Mangalore Petrochemicals Limited**  
**Door No. 4-214, Industrial Plot – 9, Mangalore**  
**SEZ Ltd, Village Bajpe, Dist. Dakshina**  
**Kannada,**  
**Karnataka – 574142**  
**GSTIN: 29AACCJ1516H1ZQ**

**Details regarding Invoice preparation and submission:**

- No hand-written Invoice shall be acceptable along with supply and the Invoice shall be in digital mode only and should be digitally signed
- The invoice should contain the following mandatory information so as to provide the necessary endorsement of the Invoice (within 45 Days from the date of issue of Invoice)
  1. HSN/SAC Code of the goods/services (Eight Digit HSN Code is required).
  2. Invoice number
  3. Invoice date
  4. GSTN of the supplier
  5. PAN of the supplier
  6. LUT Number & Date (**LUT should be applied for every Financial year and it is valid till the end of the financial Year**)
  7. Bank details of the supplier
  8. Job measurement period in case of service (From and To Dates of service being provided)



9. The invoice should be Digitally signed
10. E-Way bill should be attached to the invoice where applicable.
11. GMPL needs Inward SEZ Gate Entry & GMPL Gate Entry Seal affixed in case of supply invoices for getting clearance from Customs Officer.

### **Important Notes:**

1. E-way Bill should Be generated for goods valued more than Rs.50000/-
2. Supplier/Contractor has to properly incorporate the details of supply in their periodical return as required by GST act/rules and he is solely responsible for any non-compliance of the documentation or return.
3. Copy of Letter of Approval from the Development Commissioner, Mangalore SEZ, will be provided if required.
4. It will be Supplier's responsibility to adhere to SEZ Act and SEZ rules.

### **14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

### **15 BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GMPL 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 on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

### **16 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-2A.

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

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of Bidding



Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## **18 FORMAT AND SIGNING OF BID**

18.1 The 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.

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GMPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GMPL will determine the substantial responsiveness of each bid to the Bidding Documents 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 Bidding Documents without deviations or reservations. GMPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

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

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Specifications & Scope of Work



- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## **20 E-PAYMENT**

GMPL has initiated payments to Service Providers electronically, and to facilitate the payments electronically through '**e-banking**'.

### **[D] – SUBMISSION OF BIDS**

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

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

## **22 DEADLINES FOR SUBMISSION OF BIDS**

- 22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2 GMPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of GMPL 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 GeM portal / communicated to the bidders.

## **23 LATE BIDS**

- 23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.  
Where the EMD/physical documents have been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.
- 23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.



## **24 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB /-invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

## **[E] – BID OPENING AND EVALUATION**

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

25.1 GMPL 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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GMPL's action.

25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of GMPL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

## **26 BID OPENING**

### ***26.1 Unpriced Bid Opening:***

GMPL will open unpriced bids at the schedule date & time.

### ***26.2 Priced Bid Opening:***

26.2.1 GMPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-



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

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

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

28.2 Any effort by the bidder to influence GMPL 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 GMPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

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

29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed



Contract.

b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GMPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

## **30 CORRECTION OF ERRORS**

Not Applicable

## **31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

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

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

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

Refer BDS for tie-breaker criteria.

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

## **34 PURCHASE PREFERENCE**

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

**As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**

**Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM 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/option made on GeM portal.**

#### **[F] – AWARD OF CONTRACT**

##### **35    AWARD**

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

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

GMPL 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 GMPL 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 GMPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed GeM Contract / 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. GMPL may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute



the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".

- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GMPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 GMPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6 In addition to GeM Contract(s), GMPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices shall be provided by bidders (if any) post price bid opening, based on request from GMPL.

## **37 SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 37.2 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GMPL, 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 online banking transaction or Bank Guarantee (including e- bank guarantee) or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:
  - a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;
  - b) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and
  - c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be



exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 The Service Provider 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.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 Further, 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 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to GMPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GMPL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GMPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

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

- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GMPL. The forfeiture amount will be subject to final decision of GMPL based on other terms and conditions of order/ contract.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.



38.12 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.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Annexure I of Section III.

39.2 The Fraud Prevention Policy document is available on GMPL's website ([www.gmplonline.in](http://www.gmplonline.in))

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 Service Provider/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GMPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices", the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL Mangalore Petrochemicals Limited, to such Service Providers/Bidders.

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

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- Issue of tender document to MSEs free of cost.
- Exemption to MSEs from payment of EMD/Bid Security.
- In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall



be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean: -

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean: -

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

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

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

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

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

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

**The benefits of Public Procurement Policy, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs except traders, bidder with major activity as Services (Trading) in Udyam certificate. Further, for**



**purchase preference bidder shall submit additional document evidencing the authenticity of service providers or manufacturers of the item to be procured.**

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

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

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

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

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

## **41 AHR ITEMS**

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

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



## **42 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated at Annexure II to Section III

## **43 INCOME TAX & CORPORATE TAX**

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

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

### **43.3 TDS**

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

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

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

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

### **43.4 MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

## **44 DISPUTE RESOLUTION MECHANISM**

### **44.1 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, GMPL 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 (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders 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, Supplier may submit their issue(s) to Vendor Grievance Portal "Samadhan", which will be addressed by GMPL 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/Supplier shall be as under:



- (i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.
- (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/GMPL 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 as per clause no. 44.1, 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 GMPL'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) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (2.4)] which cannot be resolved by the Parties through Conciliation, shall:

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



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determined as per the IIAC Regulations and shall be shared equally between the Parties.

### 2.3 Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

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

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GMPL suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.

### 2.4 List of excepted matters:

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

### 2.5 Foreign Arbitration

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

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



## 2.6 Arbitration Awards

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

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

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

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

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRTH) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRTH is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRTH intend to turn it into a portal which services every infrastructure development related need of a modern contractor.



GMPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

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

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

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

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

**49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)**

As mentioned in Section-II, Prior turnover (if applicable) and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

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

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

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

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

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

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

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

**52. ANJANI PORTAL**

~~GAIL has implemented "Anjani" e Measurement Book & e Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e- Measurement Book & e Billing Portal (link: <https://gailebank.gail.co.in/MBAutomationfrmlogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e- Measurement Book & e Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~

~~Further, User Manual is also available on aforesaid portal.~~

**53. DOCUMENTS FOR PAYMENT:**

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

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

Further, GMPL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / 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.

**54. ORDER TRANSMITTAL SYSTEM: /FOR APPLICABILITY OF THE CLAUSE REFER BDS/**

~~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](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.~~

## **55. ASSIGNMENT/SUBLET**

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

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

## **56. VENDOR INVOICE MANAGEMENT (VIM):**

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

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

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

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

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



## ANNEXURE-I to Section-III

### **PROCEDURE FOR ACTION IN CASE OF 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 GMPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GMPL, 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 GMPL'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 :**

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



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 GMPL 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 GMPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, GMPL'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 GMPL 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 GMPL for a period specified in para B 2.2 below from the date of issue of banning order.

**B.2.2 Period of Banning**

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

<b>S. No.</b>	<b>Description</b>	<b>Period of banning from the date of issuance of Banning order</b>
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  For example, if an agency confirms not being in holiday in GMPL/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  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.	01 year  2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GMPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years



**C Effect of banning on other ongoing contracts/ tenders**

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

**D. Procedure for Suspension of Bidder**

**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 GMPL.

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 L-1.
- 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 GMPL or 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 GMPL 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 GMPL.

##### **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 shall 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 One Year**
- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 2.17.3 of GCC-Services)**

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.  
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.  
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).  
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances in other ongoing order (s)/ contract (s) or new order (s) /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 shall be initiated by EIC:

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

- (a) **First Instance: Holiday (Red Card) for One Year**
  - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

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



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

B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant under Clause no. 2.17.3 of GCC-Services)**

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Year.  
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.  
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).  
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances in other ongoing order (s)/ contract (s) or new order (s) /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 Vendors/Contractors/Consultants 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 shall not be considered in ongoing tenders/future tenders.

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

7.3. Effect on other ongoing tendering:

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

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

7.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

## **10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

## **11. ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GMPL 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 GMPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GMPL to the government exchequer, then, that Supplier shall be put under Holiday list of GMPL 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 GMPL.



Annexure-1

**GAIL Mangalore Petrochemicals Limited  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre : .....
- ii) Order/ Contract No. & date : .....
- iii) Brief description of Items : .....
- iv) 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	Signature of Authorised Signatory:
1	60 & below	POOR	
2	61-75	FAIR	Name:
3	76-90	GOOD	
4	More than 90	VERY GOOD	Designation:

**Instructions for allocation of marks**

1. Marks are to be allocated as under :

**1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
---	-----------------------	--------------

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	"    8 weeks	30
	"    10 weeks	25
	"    12 weeks	20

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

## 1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature
iii) Number of deviations	1. No deviation 2. No. of deviations $\leq 2$ 3. No. of deviations $> 2$

## 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



## Annexure-2

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

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

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

**Remarks (if any)**

#### PERFORMANCE RATING (\*\*)

## ANSWER

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 (For Q&M)

1 Marks are to be allocated as under :

## 1.1 DELIVERY/ COMPLETION PERFORMANCE

**40 Marks**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	"    8 weeks	30
	"    10 weeks	25
	"    12 weeks	20
	"    16 weeks	15
	More than 16 weeks	0

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TENDER NO.: GEM/2025/B/6929467

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	"    8 weeks	30
	"    10 weeks	25
	"    16 weeks	20
	"    20 weeks	15
	"    24 weeks	10
	More than 24 weeks	0

## 1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations $\leq 2$ 3. No. of deviations $> 2$	5 marks 2 marks 0 marks

### **1.3 RELIABILITY PERFORMANCE 20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements  or  Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks



ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



### ANNEXURE-III to Section-III

#### **BIDDING DATA SHEET (BDS)** **ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

<b>A. GENERAL</b>							
<b>ITB clause</b>	<b>Description</b>						
1.1	The Employer/Owner is: GAIL Mangalore Petrochemicals Limited						
2.1	The name of the Services to be performed is APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS						
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE						
<b>B. BIDDING DOCUMENT</b>							
<b>ITB clause</b>	<b>Description</b>						
8.1	<p>For <b>clarification purposes</b> only, the communication address is:</p> <p>Attention: Mr. Jaypalsinh C. Parmar, Senior Officer (Contracts &amp; Procurement) Mobile No.: +91 824-2889925 E-mail : <a href="mailto:jc.parmar@gail.co.in">jc.parmar@gail.co.in</a></p> <p>ADDRESS: GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd.Mangalore, Karnataka, 574142</p>						
<b>C. PREPARATION OF BIDS</b>							
<b>ITB clause</b>	<b>Description</b>						
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): Refer SCC/Scope of Work.						
12	Additional Provision for Schedule of Rate/ Bid Price are as under: Refer SCC/SOW						
12 & 13	Whether GMPL will be able to avail input tax credit in the instant tender <table border="1"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table> <p>Details of Buyer:</p> <table border="1"><tr><td>Services to be rendered at</td><td>GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd.Mangalore, Karnataka, 574142</td></tr></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd.Mangalore, Karnataka, 574142
YES	<input type="checkbox"/>						
NO	<input checked="" type="checkbox"/>						
Services to be rendered at	GAIL Mangalore Petrochemicals Limited Door No. 4-214, Village Bajpe, Mangalore SEZ Ltd.Mangalore, Karnataka, 574142						



	PAN No.	AACCJ1516H	
	GST no.	29AACCJ1516H1ZQ	
	GMPL Bank details	AXIS BANK LIMITED Account Number: 923020029357396 IFSC Code: UTIB0000007	
<b>14</b>	The currency of the Bid shall be INR		
<b>16.1, 16.10 and 38.6</b>	<p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GMPL's Bank account are as under:</p> <p><b>Account Holder's Name: GAIL MANGALORE PETROCHEMICALS LIMITED</b>  <b>Account Number: 923020029357396</b>  <b>IFSC Code: UTIB0000007</b></p> <p><del>Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in GMPL's Bank Account.</del></p> <p><del>In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of <b>GAIL Mangalore Petrochemicals Limited</b>, payable at Mangalore</del></p>		

#### **D. SUBMISSION AND OPENING OF BIDS**

<b>ITB clause</b>	<b>Description</b>
<b>4.0 of IFB</b>	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:</p> <p>Name : Jaypalsinh C. Parmar  Designation: SO (C&amp;P)  GAIL Mangalore Petrochemicals Limited  Door No. 4-214, Village Bajpe,  Mangalore SEZ Ltd.Mangalore,  Karnataka, 574142  Direct No.: +91 824-2889925  E-mail : <a href="mailto:jc.parmar@gail.co.in">jc.parmar@gail.co.in</a></p>

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

<b>ITB clause</b>	<b>Description</b>
<b>32</b>	Evaluation Methodology is mentioned in Section-II. Tie-breaker methodology available on the GeM portal is to be followed.
<b>34</b>	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:  <i>i) Micro &amp; Small Enterprises (MSEs)</i>

#### **F. AWARD OF CONTRACT**

<b>ITB clause</b>	<b>Description</b>
<b>37</b>	State of India which stamp paper is required for Contract Agreement: Karnataka
<b>38</b>	Contract Performance Security/ Security Deposit



	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
	<p><u>The value/ amount of Contract Performance Security/ Security Deposit</u> 5% of the annualized contract value excluding GST. Or Initial security deposit (ISD) 2.5% of Annualised Order value / 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 Total Annualised Order / Contract value.</p>				
39.3	Name and contact details of nodal officer are as under: Shri A K Naskar CHIEF EXECUTIVE OFFICER, GMPL/ ED Email: aknaskar@gail.co.in				
40	Whether tendered item is non-split able or not-divisible: <table border="1"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	Provision of AHR Item: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
44.1	Quarterly Closure of Contract <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	Applicability of provisions relating to Startups: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
54	Applicability of provisions relating to Order Transmittal System: <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				



# **FORMS & FORMAT**



## LIST OF FORMS & FORMAT

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2	<del>PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY /</del>
F-2(A)	PROFORMA OF DECLARATION FOR BID SECURITY
F-2(B)	<del>PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/BID SECURITY"</del>
F-2(C):	<del>THIRD PARTY DEPOSIT CONFIRMATION LETTER</del>
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4 (A)	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4 (B)	THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8A	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	<del>FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE</del>
F-10	<del>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</del>
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	<del>INTEGRITY PACT</del>
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



## FORMAT F-1 : BIDDER'S GENERAL INFORMATION

To,

M/s GAIL Mangalore Petrochemicals Limited

TENDER NO: GEM/2025/B/6929467

1	Bidder's Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others  If Others Specify: _____  [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos.  [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document]  If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:

TENDER NO.: GEM/2025/B/6929467

SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS



6	Bidder's address where order/contract is to be placed *	City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no.  (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City:
		District:
		State:
		PIN/ZIP:  GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	_____
		(Country Code) (Area Code) (Telephone No.)  Mobile No. : .....  e-mail ID: .....
9	Website details	
10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No  <i>[If yes, please furnish details]</i>
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No  <i>(If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)</i>



14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)</i>
14c	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)</i>
14d	Details of registration in TReDS	..... <i>( Bidder to provide name of the portal along with details)</i>
15a	Whether Bidder is a Startup or not	Yes / No <i>(, Bidder to submit requisite documents as specified it ITB: Clause No. 49)</i>
15b	In case Bidder is a Startup, 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 exceeded Rs.100 Crores.	

Note: \*GMPL intends to place the Order/Contract directly on the address from where Goods are produced/dispatched. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



## Annexure-A to F-1

**To,**

M/s GAIL MANGALORE PETROCHEMICALS LIMITED

**SUB:**

**TENDER NO: GEM/2025/B/6929467**

**Name of Bidder:** \_\_\_\_\_

<b>Sl.no.</b>	<b>Name of Proprietor/ Partners/ Directors</b>	<b>Father's Name</b>	<b>Residential Address</b>	<b>Aadhar No.</b>	<b>Pan Card Details</b>	<b>DIN Nos. (if applicable)</b>

**Note:**

- i. The above details are required to be submitted for all Partners/ Directors/ Proprietor of the Bidding Firm / Company.
- ii. 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 ANNEXURE-A TO FORM F-1 along with the Copy of corresponding documents (i.e, AADHAR Card, PAN Card & DIN). The corresponding documents must be duly notarized by **NOTARY PUBLIC**.
- iii. It is the responsibility of the participating Bidder(s) to assess the relationship with regard to conflict of interest amongst bidders.
- iv. 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.

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

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

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

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

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**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



## FORMAT F-2 (A): DECLARATION FOR BID SECURITY

**(in bidder's letterhead)**

To,

M/s GAIL Mangalore Petrochemicals Limited

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**

**TENDER NO: GEM/2025/B/6929467**

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 GMPL 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 GMPL during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



## FORMAT F-3: LETTER OF AUTHORITY

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

Ref: \_\_\_\_\_ Date: \_\_\_\_\_  
To, \_\_\_\_\_  
M/s GAIL Mangalore Petrochemicals Limited

SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS  
TENDER NO:

Dear Sir,

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_  
E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_  
E-mail: ..... @ .....

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

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

Note:

- (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'.



**FORMAT F-4 : PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

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

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "contractor/supplier/consultant" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for GAIL Mangalore Petrochemicals Limited having registered office at 16, Bhikaji 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 Supplier/Contractor/Consultant shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL Mangalore Petrochemicals Limited, in case of default.

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

1. We \_\_\_\_\_ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL Mangalore Petrochemicals Limited we shall on first demand pay without demur, contest, protest and/



or without any recourse to the contractor 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 Supplier/Contractor/Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the Supplier/Contractor/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (Supplier/Contractor/

Consultant) on whose behalf this guarantee is issued.

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

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the



order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

10. Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) .....  
..... (currency in words only) .....
- 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

- 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

**Confirmation Email Id :**

**IFSC Code of Issuing Bank :**

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

- 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.
- The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.



3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

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

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



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

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

**Dear Sir(s),**

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

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

The said M/s. \_\_\_\_\_ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to GMPL 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 Mangalore Petrochemicals Limited we shall on first demand, pay without demur, contest, protest and/or without any recourse to the contractor to GMPL in such manner as GMPL may direct, the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.



2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GMPL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GMPL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that GMPL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GMPL may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GMPL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without



caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Insurer.
11. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) .....
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
12. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GMPL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

Name .....

Designation .....

Yours faithfully,

\_\_\_\_\_  
Insurer by its Constituted Attorney

\_\_\_\_\_  
Signature of a person duly  
Authorized to sign on behalf of the  
Insurer

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

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp



paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 38.1 of ITB [Section-III] of Tender Document.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

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

1	<b>INSURANCE SURETY BOND NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
3	<b>INSURANCE SURETY BOND AMOUNT</b>	:				
4	<b>PURCHASE ORDER/ LOA NO</b>	:				
5	<b>NATURE OF INSURANCE SURETY BOND</b>	:				
	<b>(Please Tick ( √ ) Whichever is Applicable</b>		<b>PERFORMANCE INSURANCE SURETY BOND</b>	<b>SEC URI TY DEP OSI T</b>	<b>EM D</b>	<b>ADVAN CE</b>
6	<b>INSURER DETAILS</b>	(A)	<b>EMAIL ID</b> :			
		(B)	<b>ADDRESS</b> :			
		(C)	<b>PHONE NO</b> :			



## FORMAT F-4 (B): THIRD PARTY DEPOSIT CONFIRMATION LETTER

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

To,

GAIL Mangalore Petrochemicals 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 Mangalore Petrochemicals Limited and the payment will be made to M/s GAIL Mangalore Petrochemicals 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 GMPL.

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



## FORMAT F-5: AGREED TERMS & CONDITIONS

To,

M/s GAIL Mangalore Petrochemicals Limited

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**  
**TENDER NO: GEM/2025/B/6929467**

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of GMPL (if any) and address	Bidder's name:  GAIL's Vendor Code:  Address:
2.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender)	
4.	<b><u><i>Bidder confirms that they have quoted the price considering ZERO RATED GST in view of SEZ status of GMPL in Price Schedule of GeM</i></u></b>	Confirmed
4.2	Bidder confirms Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) of subject job	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.6 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
4.5	Bidder confirms that GST registration details have been updated on GeM portal.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.  <i>In event of delay in submission of CPBG / SD, 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>	

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<i>i.e. 30th day after issuance of FOA/Notification of award/Contract) 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/Notification of award/Contract. In event of delay in submission of CPBG / SD, the contract can be terminated and an action as per tender terms shall be initiated</i>	
7.	Bidder confirms that 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 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.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). a) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in GeM bid from Final/Extended bid due date of submission of bids.	
12.	<del>Bidder furnishes bid security declaration OR EMD/Bid Security details as under</del> a) <del>EMD/ Bid Security No. &amp; date</del> b) <del>Value</del> c) <del>Validity</del> d) <del>Bank Address/e-mail ID/Mobile no. [in case of BG]</del>  <b>Or</b>  <del>Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].</del>	
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 GMPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GMPL or their relative is a partner.	
14.	Bidder confirms that all correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	<u>No Deviation Confirmation:</u> It may be 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 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, 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 supplies in all respect within the scheduled time frame and quoted price.	
21.	Bidder hereby confirms that they are not on 'Holiday' by GMPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>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 GMPL/GAIL or the Ministry of Petroleum and Natural Gas.</p>	
22.	Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Services.	
23.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of GMPL [available on GMPL's website (<a href="http://www.gmplonline.com">www.gmplonline.com</a>) and shall not indulge themselves or allow others (working in GMPL) to indulge in fraudulent activities and that they would immediately apprise GMPL 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 GMPL is liable to be treated as crime and dealt with by the procedures of GMPL as applicable from time to time.</p>	
24.	<p><b>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</b></p> <p><b>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</b></p>	
25.	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.	
26.	In case of any variance in the terms and conditions between GeM Contract and SAP PO/LOA, the terms and conditions of SAP PO/LOA shall prevail.	
27.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and GMPL's decision in this regard shall be final.	
28.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. <b>(Applicable only for MSE Bidders).</b>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
29.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
30.	Bidder declares that uploaded copies are true copies of duly executed originals	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



## FORMAT F-6: ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GAIL Mangalore Petrochemicals Limited

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SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS  
TENDER NO: GEM/2025/B/6929467

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

---

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



## FORMAT F-7 : BIDDER'S EXPERIENCE

To,

M/s GAIL Mangalore Petrochemicals Limited

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**  
**TENDER NO: GEM/2025/B/6929467**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



### FORMAT F-8 (A): CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		✗
i	Covering Letter, Letter of Submission		
ii	<del>EMD/Bid Security</del> / Declaration for Bid Security as per provisions of Tender		
iii	Signed & stamped tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document along with unpriced bid as per bid requirement (including c1.no.11.1.1 of Section-III).		✗
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part is uploaded in GeM portal.		
5.0	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)		
6.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		
7.0	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		
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Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
<b>Technical BEC</b>					
1.	<b>Experience</b>	As mentioned at Clause "A" of SECTION-II		Yes/No	
2.	<b>Job executed for Subsidiary / Fellow subsidiary/ Holding company.</b>	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	<b>Any other technical criteria in BEC</b>	As mentioned at Clause "A" of SECTION-II		Yes/No	
4.	<b>Experience of bidder acquired as a subcontractor</b>	<del>Certificate from End User</del>			

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

To,

M/s GAIL Mangalore Petrochemicals Limited

Sub : APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS

Tender No : GEM/2025/B/6929467

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

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

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

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

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**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**



## FORMAT F-12: E-BANKING MANDATE FORM

[This format is not applicable in case bidder bank account is updated on GeM portal]

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

### BANK CERTIFICATE

We certify that Account Holder/Beneficiary \_\_\_\_\_ has an Account no. \_\_\_\_\_ and IFSC Code : \_\_\_\_\_ with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



#### FORMAT F-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 GeM portal.	Refer training module presentations and FAQs as available on GeM portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



**FORMAT F-15: UNDERTAKING REGARDING SUBMISSION OF  
ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)**  
**(to be submitted on letter head along with documents for release of payment)**

To,  
M/s GAIL Mangalore Petrochemicals Limited

.....  
SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS  
PO NO: .....

**Dear Sir,**

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

(i) Applicable to us [ ]  
(ii) Not Applicable to us [ ]

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

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

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



## FORMAT F-16

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

*[On the Letter-head of Contractor]*

We, \_\_\_\_\_, a company incorporated under the laws of India/ a Consortium between \* \_\_\_\_\_ and \* \_\_\_\_\_ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of \* \_\_\_\_\_ and \* \_\_\_\_\_ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the contract by GAIL Mangalore Petrochemicals Limited. 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 Mangalore Petrochemicals Ltd.

We further absolve GAIL Mangalore Petrochemicals 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 Service Provider]  
Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Seal: \_\_\_\_\_



## **SECTION IV**

## **GENERAL CONDITIONS OF**

## **CONTRACT (GCC) FOR SERVICES**



Sl. No.	Description
<b>SECTION – I</b>	<b>DEFINITIONS &amp; INTERPRETATIONS</b>
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
<b>SECTION – II</b>	<b>GENERAL INSTRUCTIONS &amp; OBLIGATIONS</b>
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Poor Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure



2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
<b>SECTION – III</b> <b>PERFORMANCE OF SERVICE</b>	
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
<b>SECTION – IV</b> <b>PAYMENT, INSURANCE AND TAXES</b>	
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance



4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
<b>SECTION – V</b>	<b>LAWS, HEALTH, SAFETY &amp; ENVIRONMENT</b>
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
<b>SECTION – VI</b>	<b>DISPUTE RESOLUTION AND ARBITRATION</b>
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract
<b>Appendix 1</b>	<del>Procedure for action in case of Corrupt /Fraudulent/ Collusive/ Coercive practices</del>
<b>Appendix 2</b>	<del>Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors / Consultants</del>
<b>Appendix 3</b>	Proforma for Contract Agreement



## **SECTION – I DEFINITIONS & INTERPRETATIONS**

### **1.1 Definition of Terms:**

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means GAIL Mangalore Petrochemicals Limited (GMPL), a public limited company, incorporated under the Company's Act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi - 110066 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.



“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

“Fax of Acceptance” means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

“Metric System”: All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.



“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

## 1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.



The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 **Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 **Singular and Plural:** In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 **Gender:** Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 **Severability:** Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume 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.
- 1.3.3 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.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.



## SECTION – II

### 2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

#### 2.1 FORMATION OF CONTRACT:

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

#### 2.2 SIGNING OF AGREEMENT:

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

#### 2.3 ADDENDA/CORRIGENDA:

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

#### 2.4 LIABILITY OF GOVERNMENT OF INDIA:

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer 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 Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.



## **2.5 SITE VISIT:**

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

## **2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:**

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Annexure I to Section III.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of GMPL and shall not indulge themselves or allow others (working in GMPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/GMPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on GMPL's website ([www.gmplonline.in](http://www.gmplonline.in)).

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Annexure II to Section III.

## **2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS:**

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

## **2.8 CONFLICT OF INTEREST:**

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.



## **2.9 ABNORMAL RATES:**

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

## **2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)



Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

## **2.11 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:**

- 2.11.1 Service Provider shall appoint a person ("Service Provider's Representative") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

## **2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:**

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:



- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

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

## **2.13 CONTRACT PERFORMANCE SECURITY (CPS):**

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.
- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.



2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award takes care the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

## **2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider



as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.
- 2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.
- 2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.
- 2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

## **2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14**

- 2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).



Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

## **2.16 CHANGE IN CONSTITUTION:**

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

## **2.17 TERMINATION OF CONTRACT:**

### **2.17.1 TERMINATION OF CONTRACT FOR DEATH**

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

### **2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.**

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's



voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

#### **2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with GMPL. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Annexure I to Section III.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Annexure II to Section III.

#### **2.17.4 TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

#### **2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:**

- 2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.



## **2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:**

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

## **2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

## **2.21 FORCE MAJEURE:**

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

### **2.21.2 Notification of Force Majeure**

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure



preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

#### 2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

#### 2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

#### 2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

#### 2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

### 2.22 PRICE REDUCTION SCHEDULE:

#### 2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein



above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GMPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on GMPL 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.

## **2.23 ASSIGNMENT/SUBLET:**

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.



## **2.24 LIENS:**

- 2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

## **2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:**

- 2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.



## **2.26 NO WAIVER OF RIGHTS:**

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

## **2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:**

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

## **2.28 LANGUAGE AND MEASURES:**

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

## **2.29 RELEASE OF INFORMATION:**

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

## **2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:**

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

## **2.31 INDEPENDENT CAPACITY**

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right,



privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

## **2.32 NOTICE**

- 2.32.1 **TO THE SERVICE PROVIDER:** Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.
- 2.32.2 **TO THE EMPLOYER:** Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.
- 2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

## **2.33 CONFIDENTIALITY:**

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

## **2.34 INTELLECTUAL PROPERTY RIGHT:**

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

## **SECTION - III**

### **3.0 PERFORMANCE OF SERVICE**

#### **3.1 EXECUTION OF SERVICES:**

- 3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be



furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

### **3.2 CHANGES IN SERVICES:**

- 3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.
- 3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

### **3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:**

- 3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

### **3.4 SUSPENSION OF SERVICES:**

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended



until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

### **3.5 DEFECTS LIABILITY PERIOD:**

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### **3.6 COMPLETION CERTIFICATE:**

3.6.1 **APPLICATION FOR COMPLETION CERTIFICATE:** When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.



Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

**3.6.2 COMPLETION CERTIFICATE:** Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

**3.6.3 COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

**3.6.4 EXECUTION CERTIFICATE:**

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

### **3.7 FINAL DECISION & FINAL CERTIFICATE:**

**3.7.1** Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### **3.8 LIMITATION OF LIABILITY**

**3.8.1** Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employerunder the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or



- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

### **3.9 INDEMNITY:**

- 3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

## **SECTION – IV**

### **4.0 PAYMENT, INSURANCE AND TAXES**

#### **4.1 DEDUCTION FROM THE CONTRACT PRICE:**

- 4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

#### **4.2 SCHEDULE OF RATES AND PAYMENTS:**

##### **4.2.1 SERVICE PROVIDER'S REMUNERATION:**

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and



to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

#### 4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

#### 4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

#### 4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

#### 4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically



elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

#### **4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/peformance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

#### **4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:**

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

### **4.3 PROCEDURE FOR BILLING OF SERVICES:**

#### **4.3.1 BILLING PROCEDURE:**

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 COMPUTERISED BILLING SYSTEM: GAIL Mangalore Petrochemicals Limited has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in GMPL by a Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through GMPL's website.

#### **4.3.2 MODE OF MEASUREMENT:**

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

### **4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:**

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried



out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

#### **4.5 INSURANCE:**

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.



#### 4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place of employment or place of injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

#### 4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

#### 4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.



4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

#### **4.6 TAXES AND DUTIES:**

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative subdivision thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/



setoff/recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

#### **4.7 INCOME TAX:**

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

#### **4.8 STATUTORY VARIATIONS:**

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input



Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

#### **4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY**

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or



by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

## SECTION – V

### 5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

#### 5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.



- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

## 5.2 SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

## 5.3 FIRST AID AND INDUSTRIAL INJURIES:

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services



shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.

- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

#### **5.4 GENERAL RULES:**

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

#### **5.5 CARE IN HANDLING INFLAMMABLE GAS:**

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

#### **5.6 PRESERVATION OF PLACE:**

- 5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

#### **5.7 ENVIRONMENT:**

- 5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

- 5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;



- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.



Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

## **SECTION – VI**

### **6.0 DISPUTE RESOLUTION AND ARBITRATION:**

#### **6.1 DISPUTE RESOLUTION:**

6.1.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site [www.gailonline.com](http://www.gailonline.com) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.

6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as



specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

- 6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian 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 go for Arbitration in terms of clause no. 6.2. 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.
- 6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.
- 6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

## **6.2 ARBITRATION:**

- 6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in “Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coersive Practices”, the



Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

**6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

**6.3 JURISDICTION:**

**6.3.1** The Contract shall be governed by and construed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

**6.4 CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.



## Appendix 3

### PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. GMPL /

dated -----

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

#### WHEREAS

- A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

#### AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally



approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

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

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

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

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

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

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract,



exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

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

Signed and Delivered for and on behalf of Employer.  
GAIL Mangalore Petrochemicals Limited

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

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

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

#### **IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
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\_\_\_\_\_

1. \_\_\_\_\_  
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2. \_\_\_\_\_  
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\_\_\_\_\_



## SECTION V

# **SPECIAL CONDITIONS OF CONTRACT AND SCOPE OF WORK & DELIVERABLES**



#### **A. Deployment of Manpower**

The minimum Man power deployed for Internal Audit shall include all of the following:-

<b>Particulars</b>	<b>Number</b>
Qualified Chartered Accountant having minimum 5 Years post qualification experience.	1
Qualified Chartered Accountant / Cost Accountant having minimum 1 year post qualification experience	1
CA/CMA/CS (Inter) having minimum 1-year experience.	2

#### **Note: -**

1. It is mandatory for Senior Chartered Accountant / Cost Accountant to be present in the Kick off and Exit Meeting with each department. Further, they have to involve during the Internal Audit and must be available in the office for at least 2 days during the Audit
2. Name of the team member is to be declared before start of the audit and any change of team member needs prior consent of EIC.
3. Internal Audit is to be carried out only by the regular employees/partners (on payroll or full-time employee/ partner) of your organization.
4. Documents in support of availability of above stated manpower to be submitted along with the bid.
5. Annual Internal Audit Plans along with Man-power deployment Schedule shall be required to submit for review and approval of Audit Committee / Management.
6. All the Internal Audit Reports will be put up to the Audit committee for its review on Half yearly basis.
7. The design and operating effectiveness of Internal Control System should be reviewed, updated and tested by the internal audit team and appropriate documentation along with test scripts and exception reports shall be shared with the EIC.

#### **B. Period of Contract**

The duration of the service contract shall be 3 years w.e.f 01.04.2025 to 31.03.2028 i.e. FY 2025-26 to FY 2027-28, which may be extended for a further period of 1 year, if mutually agreed, on the same terms and conditions. The company reserves the right to short close the contract whenever required with 30 days' notice period.



### **C. Submission of Bills**

The bidder will submit the bills along with supporting documents within 30 days as per SOR in the name of M/s GAIL Mangalore Petrochemicals Limited after submission of Internal Audit Reports and after reviewing of audit reports along with management replies by the Audit Committee for each Half year or year as applicable.

### **D. Terms of Payment**

M/s GMPL would release the payment as per SOR. The payment would be released within 15 days from receipt of complete invoice. The details of terms of payment are as under: -

1. 50% of the Quoted Rates for Serial No. 1 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for April to September of FY 2025-26.
2. 50% of the Quoted Rates for Serial No. 1 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for October to March of FY 2025-26.
3. 50% of the Quoted Rates for Serial No. 2 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for April to September of FY 2026-27.
4. 50% of the Quoted Rates for Serial No. 2 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for October to March of FY 2026-27.
5. 50% of the Quoted Rates for Serial No. 3 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for April to September of FY 2027-28.
6. 50% of the Quoted Rates for Serial No. 3 of SOR would be paid after submission of Internal Audit Report and IFC & ICoFR Documentation for October to March of FY 2027-28.

**Fees will be released within 15 days after submission of invoice by the bidder. Further, payments will be released by the company after review of the reports by the Audit Committee for each Half Year.**

**Note:**

**No local conveyance, travel expenses, lodging or boarding expenses or any other Out of Pocket charges would be payable for conducting the Internal Audit. To and fro transportation of the Audit team from their office to GMPL Plant shall be arranged by GMPL, if within Mangalore City.**



**E. Penalties:**

- a. In case Senior Partner who is Chartered Accountant / Cost Accountant does not attend the Kickoff and / or Exit Meeting unless approved by the HOD (F&A), then a penalty of Rs. 5,000/- per event shall be levied.
- b. In case adequate manpower as per SCC is not deployed for the audit, a penalty of Rs. 1000/- per day shall be levied.
- c. In case the firm fails to complete the audit as per the audit plan and issuance of audit report and IFC & ICoFR testing report within 30 days from the end of first half year and 10 days from the end of second half year, then a penalty of Rs. 1000/- per day shall be levied, unless due to some unforeseen reasons and approved by EIC.
- d. The maximum limit of penalties would be restricted to 5% of the Annual Award Value.
- e. In case, the Audit Firm remain irresponsible then necessary steps towards termination as per GAIL Rules, Policy & procedures could be invoked.

**Short closure of Contract**

In case of short closure of the contract, the obligation of the company to pay, shall be limited to the extent of the service rendered by Service Provider as per provision of the contract up to the date of short closure subject to the Service Provider complying with the terms of the contract

**SCOPE OF WORK & DELIVERABLES**

The scope of work for the consultant includes but not limited to following:

**A. Internal Audit**

The company intends to engage a reputed consultant to carry out the Internal Audit including systems and procedures of M/s GAIL Mangalore Petrochemicals Limited (GMPL) based on the following Scope of Work.

**1. Contracts & Procurement:**

- a. It includes but not limited to checking of Work/Purchase Orders starting from indent to award including tendering process, extension, and closures of contracts as per Contract & Procurement Procedure, Delegation of Power and Office Orders/Circulars issued by the company from time to time and checking of documents like indemnity bond, bank guarantee etc., review the cases of full and final payment as per policy of the company. Further, 100% cases of works/purchase orders valuing above Rs. 5 crores and 20% cases on random basis for works/purchase orders below Rs. 5 crores shall be covered for Internal Audit.
- b. Further, in case of purchase orders, 30% cases valuing above Rs.10 lacs on random basis to review the receipt of material as per PO, storage availability for keeping the material, documentation like Inspection Note, GRV, SIV, MIT, MTN, review of physical verification report of material and accounting in MM Module of SAP. Visit the storage yard, review the level of material, requisition before issue of material, factors considered before purchase of material, Review of inventory reconciliation



process, handing and taking over of material process after completion of projects including accounting treatment, aging of inventories, identification & monitoring process of slow/non-moving, disposable, and obsolete inventories, scrap material and sales process thereon, process of write off of inventories, physical verification process and process of adjustment/write-off and accounting thereof, if any. Review of Nomination orders during the audit period.

- c. Since GMPL is situated inside Special Economic Zone, all SEZ related compliances has to be checked on a test check basis during the audit including but not limited to appropriate entry during receipt of materials, approval by the Authorised Officer of SEZ, sharing of endorsed invoice with the suppliers, maintenance of appropriate documentation etc.

## **2. Project including Civil Construction Contracts: -**

- a. It includes but not limited to review of material received and recorded as per contract, material issue process including free issue material, bills raised by contractors, certification of bills process, measurement and physical verification process before certification by EIC for payment, payments to contractors as per contracts after adhering all the applicable laws, material reconciliations with contractors including free issue material, recoveries from contractors, applicability of PRS, deduction of applicable taxes, compliance with contractual terms, review of adherence of Defect Liability Period, refund of security deposits, receipt and release of BG, review of all on-going project activities and their timely completion schedule etc. In case there is a delay then its impact on cost and its implications, if any.
- a) Review of contract closure process, analysis of open contracts, adherence of time line for contract closure and timely action for contract closure.
- b) It includes but not limited to review of process of accounting including amount lying in Capital Work in Progress, aging of CWIP, process of write off as per DOP, review of process of capitalization, Review of inventory reconciliation process, handing and taking over of material process after completion of projects including accounting treatment etc.
- c) In case of work orders, 30% cases valuing above Rs.10 lacs on random basis to review the cases of services as per work orders, documentations, measurement and verification of services provided as per policy of the company, payment procedures and accounting thereon including capitalization of services, process of write off etc.

## **3. Operations & Maintenance**

- a. It includes but not limited to review of preventive maintenance schedules, logs, adherence to OEM recommendations, evaluation of breakdown incidents, root cause analysis, turnaround time, and corrective actions taken.



- b. It includes but not limited to review of records maintained at control room, internal control for inventory lying at control room, verification of material issued to contractors, maintenance of records and handling of discrepancies thereon and review the records and practice for damaged / scrap material, contract compliances etc.
- c. It includes but not limited to audit of spares planning, indenting, storage, and issuance processes, review of consumption patterns vs. maintenance needs, slow/non-moving inventory, scrap handling, verification of critical spare stocking norms and reorder level compliance.
- d. It includes but not limited to review of services of Third-Party Inspectors (TPI) process, process of service record maintenance, reporting hierarchy, bills processing, measurement and payment, Inspection Report and QA/QC Report etc.
- e. It includes but not limited to review of repair & maintenance of Plant and Machinery, compliance to contract terms and conditions for maintenance contracts, adherence to the maintenance schedules, measurement and physical verification of services by EIC, deduction of applicable taxes, payment to the contractor after adherence to all applicable laws and preventive and periodicity of maintenance schedules etc.
- f. It includes but not limited to review of outsourced O&M contracts, contractor performance monitoring, compliance with scope and safety protocols, verification of contractor billing against actual work completed and penalties for delays/non-performance.
- g. Review of Standard operating procedure (SoP) for Operation & Maintenance.

#### **4. Sales & Billing:**

- a. It includes but not limited to review of end-to-end sales order cycle for PTA in both Domestic Tariff Area (DTA) and export categories, verification of sales contracts/agreements including pricing terms, volume commitments, credit terms, and escalation clauses, audit of customer onboarding process, including KYC, creditworthiness assessments, and SEZ/DTA classification.
- b. It includes but not limited to review of dispatch planning, vehicle scheduling, weighbridge integration for accurate quantity recording, verification of delivery challans, loading slips, and gate passes for traceability and compliance, confirmation of product quality check prior to dispatch.
- c. It includes but not limited to review of invoice generation process, including linkage with dispatch data and tax compliance, ensure correct application of IGST rates, treatment of export/DTA billing, LUT/Bond usage for exports, cross-verification of BOE filings and documentation for SEZ-dutiable sales and revenue recognition policies
- d. It includes but not limited to review of DTA sales limits and approvals, ensuring duties are paid per SEZ Rules, export documentation, accurate maintenance of various forms, NFE (Net Foreign Exchange) tracking, and reconciliations with SEZ Online Portal.
- e. It includes but not limited to audit of revenue recognition practices in line with Ind AS 115, review of unbilled revenue, advance billing, deferred revenue treatments and



reconciliation of sales data in SAP with financial books, customer ledgers, and statutory returns

- f. It includes but not limited to review of procedure for assessing the customers' needs, marketing opportunities, preparation of marketing tools and strategies, Implementation of strategy and Monitoring & Control etc.
- g. It includes but not limited to review of credit limit setting, customer ageing reports, and follow-up mechanisms for overdue payments, review of interest/penalty charging on delayed payments as per agreement terms, review of bad debt provisioning and write-off policies.
- h. It includes but not limited to audit of customer claims for quality, quantity, and pricing disputes, review of credit note issuance process and documentation, review of procedures for sales returns or rejections, if applicable.

## 5. **Finance and Accounts**

- a. It includes but not limited to review of payment, receipts & journal vouchers along with supporting vouchers and checker and makers system, review of General Ledgers, bill processing mechanism as per company policy and accounting principles, review of deduction of PRS and retention of money as per contact and its accounting as per policy of the company, review of accounting of Debit/Credit Notes, review of Bank Guarantees/LCs and its confirmation from Banks etc.,
- b. It includes but not limited to review of accounting policies of the company in compliance with IND AS and its accounting, adherence of accounting policies and suggestions for best accounting policies to be adopted, review of audit trail, review of inter control/check systems, review of stand-alone financial statements disclosures in compliance to IND AS and other Statutory Guidelines.
- c. It includes but not limited to review of Sundry Debtors and Creditors along with its aging with respect to industry practice, review of capitalization of assets, Depreciation and CWIP as per IND-AS, review of provisions, liabilities, current assets and current liabilities and review for compliance of Govt. Audit Paras and Statutory Auditors Comments, if any, etc.
- d. It includes but not limited to review of closing of annual accounts process, review of bank reconciliation process, review of reconciliation of cash, review of reconciliation of provisions, review of Debtors, Creditors, its aging and balance confirmation, review of requirement of CARO, review of all expense and incomes as per IND-AS, review of physical fixed assets and stores & spares verification process and its accounting as per IND-AS, review of related party transactions, review the contingent liabilities.
- e. It includes but not limited to review of budget preparation and its approval, review of expenses with regard to approved budget, review the appropriation of budget cases, review of variance analysis and all relevant physical and financial ratio analysis and suggest the areas for improvements etc.



- f. It includes but not limited to review of insurance coverage of assets, Identification of insurable assets, selection of policies, finalization of policies through tendering, monitoring of policies, renewal of policies, submission of claims, pendency of claims, review the policy administration etc. and suggest areas of improvements.
- g. It includes but not limited to review of investment of idle/surplus funds as per investment policy and DPE Guidelines, approvals of investment, selection of banks process for investment, timely interest and principal payments by banks on investments, TDS compliance, review of loans agreements, adherence of loan agreement terms and conditions, review of interest payments and its capitalization as per IND-AS, receipt of NOC, charge creation, modification and satisfaction of charges process and its compliances as per Board Approvals etc.
- h. It includes but not limited to review of all statutory tax payments i.e. GST, Income Tax, review of tax compliances in respect of various return filling, refunds, advance taxes, timely issue of TDS Certificates, SEZ related compliances etc.
- i. It includes but not limited to review all the projects and O&M payments after deducting all the statutory taxes and duties, adherence with all the statutory compliances and tender and PO / WO conditions, review of accounting of all projects and O&M payments, review of BG related to Projects and O&M, review the contract workers payments as per contract etc.

## **6. HR and Security**

It includes but not limited to verification of payroll processing, employee benefits, attendance, leave, and statutory deductions, review of hiring of offices and accommodations, review of Lease arrangements, review of Security contracts, land records and its registration, physical verification of fixed assets, review of compliances pertaining to all labour laws and regulations in respect of Employee's State Insurance Act, Employee's Provident Funds & Miscellaneous Provisions Act, Contract Labour (R&A)Act, Equal Remuneration Act, Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act, Workmen's compensation Act etc., review of compliances of terms and conditions of various contracts pertaining to HR etc

## **7. HSE (Health, Safety and Environment)**

It includes but not limited to review of compliance to various HSE Policies, Incident analysis, reporting of fire incidence to management, compliance to safety audit procedures, Compliance to Environment Regulations, compliances of safety standards, Provision of safety training to guests and other officials etc.



## **8. Information Technology General Controls**

It includes but not limited to review of process for Data Safety (SAP), Access to Data Servers, Infrastructure Maintenance and Safety, Process of physical verification of IT assets, Compliance to Internal Guidelines on IT process, SAP System Audit etc.

## **9. Statutory Compliances**

It includes but not limited to review of adherence to the various rules, regulation and standards issued by PNGRB in respect of Code of Practice for quality of service standards, Code of Practices for Emergency Response, review of process followed for following the legal compliances, Labour laws, Tax Compliances and PESO Compliances, review of legal cases and its implication on the company, process of updating, reporting of non-compliances and reporting the deficiencies and suggestion for improvements and check the compliance of applicable laws to the company and its adherence and preparedness of the company.

## **10. Any Other Work assigned by Management / Audit committee / Board**

Internal Audit Plan at each year shall be approved by Audit Committee and Internal Audit shall be conducted as per approved plan.

Management / Audit committee / Board of the Company desire to carry out any specific/special assignment which is to be completed by Internal Auditor and the report is to be submitted to them for their consideration. In that case Internal Auditor shall be required to complete that specific/special assignment within time frame and submit their report without any extra cost and / or financial implications.

### **Note:**

GAIL Mangalore Petrochemicals Limited (GMPL) is currently in the project/revival phase, with commercial operations scheduled to commence in March 2026. Accordingly, the scope of internal audit outlined above is based on the anticipated full-scale operations of the plant. Therefore, the internal audit for the financial year 2025–26 shall exclude areas pertaining to Sales.

## **B. Testing and Documentation of Internal Controls**

The internal auditor shall be responsible for the testing and documentation of Company's Internal Financial Controls (IFC) and Internal Controls over Financial Reporting (ICoFR) to ensure compliance with the Companies Act, 2013 and applicable standards. The scope of work shall include the following:

### **1. Identification and Documentation**

- Identify key financial and operational processes relevant to IFC and ICoFR in coordination with process owners.



- Document process flows, risk-control matrices (RCMs), and narratives to define control objectives, associated risks, and control activities.

## 2. Evaluation of Design Effectiveness

- Assess whether controls are appropriately designed to mitigate the identified risks and meet control objectives.
- Identify design gaps or control weaknesses and recommend design improvements where applicable.

## 3. Testing of Operating Effectiveness

- Perform walkthroughs and sample-based control testing to evaluate whether controls are operating effectively over a defined period.
- Maintain working papers documenting control testing procedures, evidence obtained, and results of testing.
- Highlight control deficiencies, exceptions, and deviations noted during testing.

## 4. Reporting and Communication

- Prepare summary reports outlining control effectiveness, gaps identified, and suggest corrective actions.
- Provide inputs for IFC/ICoFR status reports to management and the Audit Committee.
- Assist management in drafting formal responses to queries raised by statutory auditors on IFC/ICoFR matters.

## 5. Assistance in Annual Certification

- Support management in preparation of the annual certification on IFC under Section 134(5)(e) in the format shared by GMPL's Parent company and support auditors in providing their opinion under Section 143(3)(i) of the Companies Act, 2013.

## 6. Documentation and Retention

- Maintain comprehensive documentation including test scripts, sample selections, control evaluation forms, exception reports, Excel worksheets, and basis for conclusions.
- Ensure traceability and adequacy of documentation for audit trail and compliance requirements.

### Note:

All documentation and reports duly certified by the auditor shall be shared with the EIC before submission of Internal Audit report for the respective half year.



## **Periodicity and Deliverables**

The periodicity and deliverables of various areas for Internal Audit is as under: -

<b>SL. No.</b>	<b>Area</b>	<b>Period of Audit</b>	<b>Deliverables</b>
1.	Sales and Billing, F&A, O&M, Projects, C&P, HR, Security, HSE, Statutory Compliances and IT	Half yearly Audit	Half Yearly Audit Report within 30 days from the end of first half year and within 10 days from the end of second half year.
2.	IFC & ICoFR testing and Documentation	Half yearly Report	Half Yearly Report within 30 days from the end of first half year and within 10 days from the end of second half year.

### **Notes: -**

- a. The Audit Plan for each financial year shall be approved by Audit Committee based on which Internal Audit shall be done.
- b. The scope as defined in the Scope of Work is to be covered entirely in each financial year. The above periodicity may be amended / changed as per requirement and / or audit plan as approved by Audit Committee. In case, Audit Committee changes the Scope of Work, Periodicity of Audit etc., The bidder has to carry out the Internal Audit as per approved Audit Plan without any financial implication. Further, a Presentation on the Internal Audit Report shall also be given to Management of GMPL, including Audit Committee and Board of Directors of the company.
- c. The bidder shall be required to critically review the functions of various departments, control systems, administrative Practices, adherence to company policies & procedures for carrying out the work as per Scope of Work. In case, any follow up action is required for completing the work and / or action taken note is required for any audit observations, it should be taken from the concerned department for submitting to Audit Committee.
- d. Internal Auditor shall abstract the data required for audit from the system (SAP/SAHAJ etc..) itself to the extent possible and balance if any to be collected from the respective user dept. also follow up with the respective Dept for submission of reply / action taken on the Internal Audit report.
- e. Internal Audit of any Half Year should start with opening meeting with concern Head of Unit/Dept. Further, at the close of the Audit, an exit meeting shall also be conducted with concern Head of Unit/Dept to discuss the important / significant audit observation for immediate corrective / preventive action, if any before finalization of report. The exit meeting shall be attended by Senior Chartered Accountant / Cost Accountant/ Chartered Engineer along with audit team.



- f. It would be imperative to classify audit observation/suggestion in order of importance e.g., Critical, High & Moderate. Synopsis of Critical point to be shared before Exit Meeting for submission to Top Management.
- g. Internal Audit Reports shall contain the detailed observations, opinions and recommendations and further Comments on Compliance status. The Report should also include the status of last reported observations for the subject along with their Compliance Status. Further, the report shall contain the Chartered Engineer observation and clearly mentioned the area audited by the Chartered Engineer during the period.
- h. It is mandatory for Chartered Accountant/Cost Accountant/ Chartered Engineer who is involved in Internal Audit to attend the meetings and present the Critical point in PPT including kick off and exit meetings with management including Audit Committee and Board Meetings (as and when required) along with their Audit Team.
- i. Internal Audit Reports duly signed by at least one partner of the firm (necessarily a Chartered Accountant/Cost Accountant with valid registration no. registered with the Institute and UDIN No. if applicable) shall be submitted in minimum two copies to EIC, GMPL along with softcopy by e-mail.



## **SECTION-VII**

## **SCHEDULE OF RATES**



## PREAMBLE TO SCHEDULE OF RATES

**TENDER REF NO.: GEM/2025/B/6929467**

**Name of Service: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**

Sl. No.	Service Description (for detail, refer SCC and Scope of Work of tender document)	UOM	QTY	Bidder to Confirm That Line Items has been Quoted on GeM portal against subject tender
1	Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2025-26.	Lumpsum	1	
2	Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2026-27.	Lumpsum	1	
3	Fees relating to Internal Audit of GAIL Mangalore Petrochemicals Limited for the complete Scope of Work for FY 2027-28.	Lumpsum	1	

**Important Notes:**

1. M/s GAIL Mangalore Petrochemical Limited, Mangaluru-574142, Karnataka under SEZ Unit comes under “Zero Rated Supply”, hence no tax will be applicable. Accordingly, bidders are required to quote their unit rates in the SOR/BoQ including all charges, considering zero rated supplies/Services. However, taxes if applicable on supply, which are not covered under “zero rated supply” or not exempted under GST tax regime, shall be included in the quoted unit rate by the bidder.
2. The SOR should be read in conjunction with all the other sections, SCC/SOW & Technical Specification of the tender.
3. **Bidder to submit Schedule of Rates or Price Break Up sheet without filling “Unit rate and Amount but mentioning word “Quoted” along with unpriced bid.**

**SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE**

**Place:**

**Date:**

**TENDER NO.: GEM/2025/B/6929467**

**SUB: APPOINTMENT OF INTERNAL AUDITORS OF GMPL FOR 03 YEARS**