



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)

**Expression of Interest for Selection of Partner from Empaneled Business
Associates or OEMs or OEM's authorized partner/distributor**

for

"PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA."

EOI No: RailTel/WR/BPL/GAIL/EOI/2024-25/13 dated 22th Aug. 2024

**Plot No. 17, 1st Floor, Raghunath Nagar, Near Shahpura Police station,
Bhopal M.P. - 462039**

EOI NOTICE

**RailTel Corporation of India Limited, Plot No. 17, 1st Floor, Raghunath Nagar,
Near Shahpura Police Station, Bhopal MP - 462039**

EOI No: RailTel/WR/BPL/GAIL/EOI/2024-25/13 dated 22th Aug. 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners or OEMs or OEM's authorized partner/distributor for the selection of suitable partner for participation for **"PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA"**

The details are as under:

1	Last date for submission of Bid response Packet against EOIs by bidders	27 th August 2024 at 09:30 Hours
2	Opening of Bid response packet of EOIs	27 th August 2024 at 10:00 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 3,86,145/- (Rupees Three Lakhs Eighty Six Thousand One Hundred Forty-Five Only)
5	Tender Fees & Processing Fees	0

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

Eligible Business Associates/OEMs/authorized partner or distributor of OEMs are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Level:1 Contact: Sh. Anand Kumar
Position: Jt. General Manager/Marketing
Email: anandnkn@railtelindia.com
Contact: +91-9004444107

Level:2 Contact: Sh. Pavan Kumar Bhargava
Position: ED/TM/Bhopal
Email: pavan@railtelindia.com

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at bpltooffice@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**
2. **The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However, The EOI response is invited from eligible Empaneled Partners of RailTel only in case of participation by Business Associates.**
3. The password will be sought at the time of opening of the bid response packet.
4. All the documents must be submitted with proper indexing and page no.
5. This is an **exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
6. **Transfer and Sub-letting.** The Business Associate/OEMs/authorized partner or distributor of OEM has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Class- A Mini-Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

- c) DATA CENTER** Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

- d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across— Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in the work for “PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA”

RailTel invites EOIs from RailTel’s Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work is to “PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA” as per there requirement.

The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to bploffice@railtelindia.com.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 90 days from the date of submission.

4.5 Bidding Process

The bidding process as defined in para 9.

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

- 4.6.4 EMD can be received in the form of bank Guarantee/Online Bank Transfer/ Fixed Deposit. Bank guarantee has to be confirmed with the Structural Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. However, EMD amount equal or less than Rs. 5 Lakhs shall be sought only in Online Bank transfer.
- 4.6.5 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 4.6.6 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 4.6.7 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 4.6.8 **Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**
- 4.6.8.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

5. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S.No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Technical Conditions	
1	The Bidder shall be a legally registered entity in India and shall have been in operation for at least five years.	Certificates of Incorporation or Registration Certificates.
2	Should have a valid PAN & GST registration	PAN & GST Registration Copy
3	Bidder should not have been blacklisted by any State or Central Government as on the bid submission date.	Non-Blacklisting certificate
4	The bidder should be authorized by original equipment manufacturing (OEM) companies for the equipment and provide warranty on behalf of respective original equipment manufacturers should confirm that the products meet the technical & functional requirements & Products quoted are of latest version / specification and not the end of sale and/or end of support and/or end of life. OEM should undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products should be available for minimum 5 years.	The bidder should submit the MAF (Manufacturer authorization Form) certified by the OEM for both active and passive components. The Bidder should provide the proof of the Warranty Support with the OEM.
B)	Financial Conditions	
1	Bidder must have successfully executed/completed at least one Work Order for “Supply, Installation, Testing & Commissioning of CCTV System” in a single order having minimum executed value of Rs. 2 Cr. in preceding 7 years to be reckoned from the final bid due date of the tender.	To meet this criteria a) Bidders must submit a copy of the detailed Purchase order(s)/Contract (s) along with complete technical Specifications & qty details and proof of execution (i.e. Supply, Installation, Testing & Commissioning of CCTV System) of the same Purchase Order(s)/Contract (s) along with the bids. The following documents to be submitted towards supply/execution proof clearly establishing cross reference with the above Purchase Order (PO) / Contract number.

		<p>i. proof of execution (i.e. Supply, Installation, Testing & Commissioning of CCTV System) of the same Purchase Order(s) [e.g. duly receipted Delivery Challan/ Taxable Invoice along with proof of payment receipt]</p> <p>or</p> <p>ii. Completion certificate/Execution certificate from end user confirming successful execution of purchase Order / contract.</p> <p>Wherever END USER is mentioned, the same shall be read as End User / Owner or their consultant who has been duly authorized by them.</p> <p>Or</p> <p>Any other documents clearly evidencing execution of submitted purchase order.</p>
2	Bidders should have an average annual Turnover of more than INR 5 Crore from IT/ICT related services, for the last three financial year's i.e. 2021 - 22, 2022 - 23 and 2023 - 24. [IT/ICT related services comprise - Data Centre/ IT Infrastructure/IT systems/IT System integration / IT enabled services (ITES) / IT services / ICT/ system integration services / Communication infrastructure / command & control centre implementation / Network Operating Centre (NOC)].	CA Certificate along with UDIN clearly defining the related turnover along with Audited Financial Statements (Balance sheet & Profit & Loss statement)
3	Compliance against local content clause	

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	Annexures	
ix)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
x)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
xi)	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/ debarred by any Governmental /Non-Governmental Organization in India as on bid submission date.
xii)	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
xiii)	Annexure-5	Non-disclosure agreement with RailTel.
xiv)	Annexure-6	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
xv)	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
xvi)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.

6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

7. Evaluation Criteria

- 7.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 7.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 7.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 7.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.
- 7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Payment terms

- 8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

9. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

10. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER
COVERING LETTER (To be on company letter head)

Eol Reference No:

Date :

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the ref. no. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking
Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at address
hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-
Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the BA) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s.....(hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**..... and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this _____ day of _____, 2024 (the “**Effective Date**”) at _____. By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____ (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____, having its registered office at _____, (hereinafter referred to as '**_____**'),

which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email.: _____

Attn: _____

Address: _____

Phone: _____

Email: _____

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of ____ years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall: In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6 Price bid as per the format of the GAIL Tender

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-08-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-08-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Gail India Limited
Organisation Name/संगठन का नाम	Gail India Limited
Office Name/कार्यालय का नाम	Vijaipur
Total Quantity/कुल मात्रा	7733
Item Category/मद केटेगरी	CCTV Server in 2 plus 1 redundancy including licence and 22 inch LED Monitor , NAS or SAN Controller plus Storage for 71 cameras 90 days 25 fps Approximately 245 TB Usable Memory , CCTV CLIENT WORKSTATION CPU for CONTROL ROOM and SECURITY ROOM , CCTV CLIENT WORKSTATION DISPLAY 55 inch for CONTROL ROOM and SECURITY Room , 1 KVA Online UPS With minimum 30 Min Back up , CCTV PTZ CAMERA 2MP Full HD OUTDOOR , CCTV Fixed 8MP 4K OUTDOOR BOX CAMERA , 1080P Explosion proof 30X PTZ Camera , VMS with Failover Complete Software and Licenses , ANPR License for Main Gate Cameras , ANPR Server Four 8 MP Out door Box Fixed CCTV Camera , Face recognition license as per specification mentioned in ATC document , Ex Proof Junction Box , IP65 Outdoor Weather Proof Junction Box , 6 Mter GI POLES with suitable Laddar WITH BASES and NUTS and Copper plate and coal for Earthing , 8 Port Industrial Grade L2 Network Switch , I3 Network Switch with 24 port 24 RJ45 ports , 9U wall mount Network Rack , 24 port LIU fully loaded and with Fibre Patch Cords , SINGLE MODE ARMOURED OFC 24 Core fibre as per specifications , 3 core ARMOURED 2 POINT 5 Sq POWER CABLE armoured as per Specifications , Cat6 UTP Armoured LAN Cable , 40 mm OD HDPE Pipe , Laying CAT6UTP Cable in existing conduit , Laying of 24 Core Armoured OFC , Laying of 3Cx2 5mm2 Armoured FRLS powercable , EarthPIT If required , Design Installation and COMMISSIONING CHARGES FOR 41 CCTVS IN Jhabua
BOQ Title/बीओक्यू शीर्षक	PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No

Bid Details/बिड विवरण	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), 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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	CCTV Server in 2 plus 1 redundancy including licence and 22 inch LED Monitor
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	386145

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लभार्थी :

GAIL INDIA LTD
VIJAI PUR, GAIL India Limited, GAIL India Limited, Ministry of Petroleum and Natural Gas
(Gail India Ltd)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
14-08-2024 11:00:00	Pre Bid meeting link available in ATC Microsoft Teams Need help? Join the meeting now Meeting ID: 495 696 409 193 Passcode: VMrUpJ For organizers: Meeting options

CCTV Server In 2 Plus 1 Redundancy Including Licence And 22 Inch LED Monitor

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

NAS Or SAN Controller Plus Storage For 71 Cameras 90 Days 25 Fps Approximately 245 TB Usable Memory

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

CCTV CLIENT WORKSTATION CPU For CONTROL ROOM And SECURITY ROOM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2	240

CCTV CLIENT WORKSTATION DISPLAY 55 Inch For CONTROL ROOM And SECURITY Room

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2	240

1 KVA Online UPS With Minimum 30 Min Back Up

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2	240

CCTV PTZ CAMERA 2MP Full HD OUTDOOR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	31	240

CCTV Fixed 8MP 4K OUTDOOR BOX CAMERA

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	7	240

1080P Explosion Proof 30X PTZ Camera

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	3	240

VMS With Failover Complete Software And Licenses

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

ANPR License For Main Gate Cameras

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	4	240

ANPR Server Four 8 MP Out Door Box Fixed CCTV Camera

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

Face Recognition License As Per Specification Mentioned In ATC Document

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	4	240

Ex Proof Junction Box

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	5	240

IP65 Outdoor Weather Proof Junction Box

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	45	240

6 Mter GI POLES With Suitable Laddar WITH BASES And NUTS And Copper Plate And Coal For Earthing

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
------------------------	---------------------------

BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	27	240

8 Port Industrial Grade L2 Network Switch

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	45	240

L3 Network Switch With 24 Port 24 RJ45 Ports

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2	240

9U Wall Mount Network Rack

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

24 Port LIU Fully Loaded And With Fibre Patch Cords

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	41	240

SINGLE MODE ARMOURED OFC 24 Core Fibre As Per Specifications

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2000	240

3 Core ARMoured 2 POINT 5 Sq POWER CABLE Armoured As Per Specifications

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2000	240

Cat6 UTP Armoured LAN Cable

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1000	240

40 Mm OD HDPE Pipe

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	500	240

Laying CAT6UTP Cable In Existing Conduit

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

Laying Of 24 Core Armoured OFC

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	2000	240

Laying Of 3Cx2 5mm2 Armoured FRLS Powercable

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

EarthPIT If Required

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA CONMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	5	240

Design Installation And COMMISSIONING CHARGES FOR 41 CCTVS IN Jhabua

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikash Raj	457661,JHABUA COMPRESSOR STATION GAIL INDIA LIMITED GEHLAR KALAN JHABUA - 457661	1	240

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

1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TENDER DOCUMENT IS UPLOADED HERE AT "BUYER UPLOADED ATC DOCUMENT" AND ALL THE CONDITIONS MENTIONED IN TENDER DOCUMENT SHALL PREVAIL.

For a Complete Bid Submission: Please verify and upload the following key documents before submitting your bid.

General Requirements:

Original bidding documents with signatures and stamps on all pages, including SCC, ITB, GCC, SOR drawings, and any applicable corrigendum(s).

BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS: Please refer to the ATC document for specific requirements.

Complete details of all Directors/Partners/Proprietors (Form F-1 of ITB): Include father's name, residential address, Aadhaar number, PAN card details, and DIN (Director Identification Number), with corresponding documents notarized.

Power of Attorney in the name of the authorized signatory.

Completely filled all forms & formats, including forms required on your company letterhead (e.g., Form F-3, Form I-a).

Company-Specific Requirements:

Micro and Small Enterprises (MSE):

Udyam Registration Certificate duly certified by CA along with notary public with legible stamp.

MSE Owned by SC/ST or Women entrepreneurs:

- Proof of shareholding pattern

Startups (if applicable):

Pl submit Startup certificate duly certified by CA along with notary public with legible stamp.

Financial BEC

Upload Form F-10 as per the ATC document format.

Mention Average Annual Financial Turnover in Form F-10.

Note : While this list highlights frequently missed items, a thorough review of the complete GeM bid and attached ATC documents is strongly recommended. This ensures you submit all required documents and forms as outlined in the tender. However, this review does not absolve bidders from their responsibility to ensure their offer is complete in all other respects.

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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 निविदा 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



GAIL (INDIA) LIMITED

(A Government of India Undertaking)

(A Maharatna Company)

P.O. GAIL COMPLEX, VIJAIPUR

DISTT. GUNA (M.P) 473 112

TENDER

DOCUMENT

**(OPEN DOMESTIC-COMPETITIVE BIDDING-
GOODS)**

TENDER NO. GEM/2024/B/5239914

FOR

**“PROCUREMENT OF CCTV SYSTEM AT
GAIL JHABUA.”**

SECTION-I

INVITATION FOR BID

(IFB)



SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: GAIL/JH/C&P/P24056/RJ/GT/2024

Date: 05.08.2024

To,
[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA ON OPEN DOMESTIC COMPETATIVE BIDDING BASIS.

Dear Sir/Madam,

1.0 GAIL (India) Limited, Vijaipur, Madhya Pradesh [having Registered Office at 'GAIL Bhawan', 16, Bhikaiji Cama Place, R.K. Puram, New Delhi, India CIN L40200DL1984GOI018976] the largest state-owned natural gas processing and distribution company) and a Maharatna, invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.					
(B)	TENDER NO. & DATE	GAIL/JH/C&P/P24056/RJ/GT/2024 DATED 24.05.2024 This Document shall form integral part of Government e-Marketplace (GeM) Bid No. GEM/2024/B/5239914 DATED 05.08.2024.					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td><div>✕</div></td></tr><tr><td>TWO BID SYSTEM</td><td><div>✓</div></td></tr></table>		SINGLE BID SYSTEM	<div>✕</div>	TWO BID SYSTEM	<div>✓</div>
SINGLE BID SYSTEM	<div>✕</div>						
TWO BID SYSTEM	<div>✓</div>						
(D)	CONTRACTUAL DELIVERY DATE/CONTRACT PERIOD	Delivery Schedule: The delivery period for SITC of CCTV system shall be 08 months from the date mentioned in GeM Contract/PO.					

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

Amount: INR 3,86,145

~~However, if a bidder quotes for more than one part, Bidder shall submit EMD on cumulative basis for the parts quoted.~~

In case of MSE submitting Udyam Registration Certificate, following shall be applicable

A. If the major activity of the MSE is Services or Manufacturing then the unit is eligible to avail the benefits of Public Procurement Policy for MSEs Order, 2012. MSEs registered as a trader (Major Activity) cannot avail the benefits of the said policy.

B. If the major activity of the MSE is Services (Trading) then the unit is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012. MSMEs under such categories are eligible only for availing Priority Sector Lending benefits.

C. Irrespective of the product category, the benefits of Public Procurement Policy, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. The authenticity of service providers or manufacturers of the item to be procured shall be verified by seeking additional documentation as mentioned in the Terms & Conditions while considering purchase preference

(Refer clause no.16 of ITB for details)

(E)

BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

(E1)	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per clause no.16.9 are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A
(F)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>14 August 2024 11:30-13:00</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 495 696 409 193</p> <p>Passcode: VMrUpJ</p> <hr/> <p>For organizers: Meeting options</p>
(G)	BID DUE DATE AND TIME (ON OR BEFORE)	<p>Date : 06.08.2024</p> <p>Time : 15:00 Hrs</p>
(H)	DATE, & TIME OF UN-PRICED BID OPENING	<p>Date : 06.08.2024</p> <p>Time : 15:30 Hrs</p>
(I)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p>Name : Rohita Jain</p> <p>Designation: Manager (C&P)</p> <p>Phone No. & Extn : 07544-274444</p> <p>[Extn- 3810]</p> <p>Direct No. / Mobile No.: 9644477550</p> <p>e-mail : rohita.jain@gail.co.in</p>
(J)	DEALING GAIL'S OFFICE ADDRESS	GAIL (India) Limited, GAIL complex post Vijaipur Guna District, Madhya Pradesh-473112.

In case the days specified above happens to be a holiday in GAIL, the next working day shall be implied w.r.t. bid opening (mentioned in GeM bid) and pre-bid meeting, etc.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). 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 in the bid on GAIL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned

copies of the same have been uploaded in GeM Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-I to Section-III):-

- i) EMD/Bid Security / Declaration for Bid Security
- ii) Power of Attorney
- iii) Integrity Pact (IP)
- iv) Certificate from bank in the prescribed format F-9 for having line of credit for the minimum amount of working capital requirement of the tender. (if applicable)

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM Portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM Portal shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

8.0 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.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

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

11.0 **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. GAIL's decision in this regard shall be final.**

12.0 **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.

- 13.0 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 (India) Limited

(Authorized Signatory)

Name : Rohita Jain
Designation: Manager(C&P)
E-mail ID : rohita.jain@gail.co.in
Contact No. : 9644477550



CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : GAIL/JH/C&P/P24056/RJ/GT/2024 DATED 05.08.2024

GeM bid no.: GEM/2024/B/5239914 DATED 05.08.2024.

Description: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

Bid Due Date& Time: 26.08.2024 @15:00 HRS

From:

To:

.....	<i>GAIL (INDIA) LIMITED, ADMIN BUILDING, GAIL COMPLEX POST, VIJAPUR, GUNA DISTRICT, MADHYA PRADESH-473112 K.A: ROHITA JAIN, CM (C&P) Mob: +91 9644477550</i>
----------------	---

(To be pasted on the envelope containing Physical documents)

=====

SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. TECHNICAL & FINANCIAL BEC:

S. No	BEC-Criteria	Required Document(s)
1.0	BEC-Technical Criteria	
1.1	Bidder must have successfully executed/completed at least one Work Order for “Supply, Installation, Testing & Commissioning of CCTV System” in a single order having minimum executed value of Rs. 1.14 Cr. in preceding 7 years to be reckoned from the final bid due date of the tender.	<p>To meet this criteria</p> <p>a) Bidders must submit a copy of the detailed Purchase order(s)/Contract (s) along with complete technical Specifications & qty details and proof of execution (i.e. Supply, Installation, Testing & Commissioning of CCTV System) of the same Purchase Order(s)/Contract (s) along with the bids.</p> <p>The following documents to be submitted towards supply/execution proof clearly establishing cross reference with the above Purchase Order (PO) / Contract number.</p> <p>i. proof of execution (i.e. Supply, Installation, Testing & Commissioning of CCTV System) of the same Purchase Order(s) [e.g. duly receipted Delivery Challan/ Taxable Invoice along with proof of payment receipt]</p>

		<p>or</p> <p>ii. Completion certificate/Execution certificate from end user confirming successful execution of purchase Order / contract.</p> <p>Wherever END USER is mentioned, the same shall be read as End User / Owner or their consultant who has been duly authorized by them.</p> <p>Or</p> <p>Any other documents clearly evidencing execution of submitted purchase order.</p> <p><u>NOTE FOR TECHNICAL BEC</u></p> <p>All documents in support of Technical Criteria of BEC 1.1 to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer and Notary Public (both) with legible stamp.</p>
2.0	BEC-Financial Criteria	
2.1	The minimum Average Annual Financial Turnover of the bidder should be Rs. 1.14 Crores during preceding 3 financial years	<p>(a) Copy of Audited Financial statements for the preceding three (03) financial years issued by Statutory Auditor /Chartered Accountant.</p> <p>Documents at (a) above shall be duly certified/ attested by Notary Public with legible stamp.</p> <p>(b) Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).</p>
2.2	Net Worth: Net worth of the bidder should be positive as per the audited annual	- do -

	financial statement of immediate preceding financial year.	
2.3	Working Capital: The bidder should have minimum working capital of Rs. 22.78 lacs as per the audited annual financial statement of immediate preceding financial year.	- do -

Note:

- 1) All bidders are required to qualify the above BEC [*Technical & Financial*]. Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason. Bidders should ensure submission of complete information/documents in the first instance itself.
- 2) 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.
- 3) The said document(s) towards technical BEC must be issued by the end user / owner (or their Consultant who has been duly authorized by them to issue such certificate) indicating purchase order no., date and executed value. However, in case the said document is issued by consultant, bidder must submit documentary proof for authorization issued by end user/owner to the consultant to do so.
 - (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact

number etc.

- (ii) **Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

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

- (iii) **Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/Working Capital.

B. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid-up share capital of the bidding company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa. However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement. In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (as per format enclosed at Appendix- A1 to Section II) between the bidder and the supporting company.

(ii) Guarantee (as per format enclosed at Appendix- A2 to Section II) by the supporting company to GAIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per Appendix- A2A to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3 to Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by GAIL due to non-performance of the bidding company.

Note: 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.0 The Financial BEC of tender is to be met by bidder on their own.

3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section- III (ITB).

4.0 The clause J as below shall be applicable to above supporting company also.

- C. Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GAIL for evaluation of Bid.

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

Experience of bidder acquired as a Sub-Contractor can be accepted against submission of certificate from End User by such bidder along with other specified documents.

D. Relaxation of Prior Turnover and Prior Experience for Startups

(As defined in Gazettee Notification No. D.L. – 33004/99 dated 18.02.2016 and 23.05.2017 of Ministry of Commerce and Industry):

RELAXATION TO START-UPS IS APPLICABLE IN THIS TENDER AS FOLLOWS:

- (a) Prior turnover and prior experience as mentioned above in Financial and Technical Criteria of BEC shall not be required for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in Tender Document.
- (b) The relaxation of prior experience and prior turnover to Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to those start-ups who have registered to the specific goods/job domains/Industry/Sector in which required items comes under.
- (c) For availing the relaxation, bidder is required to submit requisite certificate towards Start-up 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.
- (d) Wherever the “Certificate of Recognition” is stipulating the domain of start-up, the domain of start-up is to be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Start-ups having the “Certificate of Recognition” which do not mention Domain, in such case start-ups are also required to submit the documents for the same including the application submitted to DPIIT.
- (e) New start-up “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.
- (f) 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.

Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

Sl. No.	Domain	
	Industry	Sector
1	Telecommunication & Networking	Integrated Communication Services, Network Technology Solutions & Others
2	Sector Security Solutions	Others

E. Evaluation Methodology:

The Price Bids of only techno-commercially-qualified bidders shall be opened and will be considered for evaluation. Evaluation and comparison of bids shall be done on the basis of prices quoted by the bidders inclusive of GST. The Contract(s) will be awarded to the lowest techno-commercially-acceptable bidder(s) on **Overall basis**.

Note:

i. Purchase preference to *Micro & Small Enterprises (MSE's)*, as per *Public Procurement Policy* and Purchase preference for MII (Make In India), shall be considered during evaluation of bids for Domestic bidders.

In case of tie between bidders, tie breaker methodology available on GeM portal will be followed.

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

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

competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

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

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

- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. "Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- Note :
- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
- 7. "Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation

of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

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

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

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

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

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

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

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

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

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

(i) **For Annual Turnover:**

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

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

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

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

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

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

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



Form-I-A to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s GAIL (INDIA) LIMITED

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

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

Dear Sir

We 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 (INDIA) LIMITED

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

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

Dear Sir

We 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:



Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s GAIL (INDIA) LIMITED., Vijaipur

SUB: **PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.**
TENDER NO: **GEM/2024/B/5239914 DATED 05.08.2024.**

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

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (*Name of Bidder*) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)
(*Bidder is to tick appropriate option (✓) above*).

We further certify that bidder M/s _____ (*Name of Bidder*) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

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

Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Brocasting/ 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



Annexure-I to Section-II

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.: GAIL/VC/C&P/P22218/RC/IOP&S/2022 _____ Date: _____

To,
GAIL (India) Ltd.,
.....
.....
.....

Dear Sir,

Subject: ~~Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)~~

Ref: ~~Tender no GEM/2024/B/5239914 Dated 05.08.2024 for CENTRALIZED PROCUREMENT OF ETHYL MERCAPTAN FOR GAIL SITES OF VIJAIPUR, PATA & GANDHAR~~

M/s. having Registered office
at intend to participate in above referred tender of GAIL
(India) Ltd. having registered office at GAIL Bhawan, 16 Bhikha ji Cama Place, New Delhi.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on
behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.

Appendix-A1 to Section-II

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN 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 (India) Limited (hereinafter referred to as GAIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

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

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

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

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL 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.

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

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)



Appendix-A2 to Section-II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

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

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

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

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of



GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GAIL, 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____



2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



Appendix-A2A to Section-II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed alongwith the Guarantee.



Appendix-A3 to Section-II

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

To,

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

Dear Sir(s),

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

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/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 CONTRACTOR/SUPPLIER for successful completion of the contract/order as mentioned above, entered between GAIL and the CONTRACTOR/SUPPLIER and GAIL having agreed that the 'SUPPORTING COMPANY' shall furnish to GAIL a

performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR/SUPPLIER for successful completion of the contract/order 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.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL 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.

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GAIL 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/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said CONTRACTOR/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 CONTRACTOR/SUPPLIER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(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.
5. 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/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. 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/ORDER has been placed.
9. 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) _____.



10. 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.
11. 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 three months beyond the expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail :
Telephone/Mobile No.:

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. 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.

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

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.
- In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANC E BANK GUARANTEE	SECURI TY DEPOSI T	EM D	ADVAN CE
6	BG ISSUED BANK DETAILS					
	(A)	EMAIL ID	:			
	(B)	ADDRESS	:			
	(C)	PHONE NO	:			

SECTION-III

INSTRUCTIONS TO

BIDDERS

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

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

[E] BID OPENING AND EVALUATION:

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS

- 33. QUANTITY VARIATION
- 34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

- 35. AWARD
- 36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
- 37. DISPATCH SCHEDULE
- 38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
- 39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
- 40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
- 41. PACKING INSTRUCTIONS
- 42. VENDOR PERFORMANCE EVALUATION
- 43. MENTIONING OF PAN NO. IN INVOICE/BILL
- 44. DISPUTE RESOLUTION MECHANISM
- 45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
- 46. REPEAT ORDER
- 47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
- 48. PROVISION FOR STARTUPS
- 49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
- 50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
- 51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
- 52. DOCUMENTS FOR PAYMENT
- 53. ORDER TRANSMITTAL SYSTEM

[G] ANNEXURES:

- 1. 1. ANNEXURE-I: BIDDING DATA SHEET (BDS)
- 2. ANNEXURE-II: POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job 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 Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon etc. 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 Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

Bidders marked “Suspended” on GeM (but eligible as per GAIL’s Tender Document) will be evaluated as per terms & conditions of the Tender Document. However, in case of any inbuilt feature of the GeM system which excludes the bidders marked “Suspended” on GeM portal, shall be considered as per inbuilt feature of the GeM system only. In case of any contradiction in this regard, GeM portal features/functionality/policy shall prevail to that extent of such repugnancy or variation.

If the Tender Document is/was issued inadvertently / downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to GAIL 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 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Purchaser 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 Purchaser as an Engineer/ Consultant for the Contract.

- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.6 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. Any consequence resulting due to such signing shall be binding on the Bidder.
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.
- 2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GAIL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BID FROM "CONSORTIUM" – NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5. ***Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.***

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

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

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

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

5 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/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 Purchaser 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 Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

- 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":

- GeM Bid
- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format **
- Section-IV : General Conditions of Contract [GCC]-Goods***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII : Schedule of rates

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

*** General Conditions of Contract – Goods (Rev.1) is attached in Section-IV. Further, Hindi version of GCC is available on GAIL's tender website (www.gailtenders.in) 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 of the Tender Document. The RFQ & 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document 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 Tender Document may notify GAIL in writing or by email in the format “F-11” at GAIL's mailing address indicated in the IFB/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 bid closing date in cases where pre-bid meeting is not scheduled. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded GeM portal.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be uploaded on GeM Portal. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, 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 BID

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on GeM-portal (<https://gem.gov.in>) as follows:-:

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

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (d) 'Agreed Terms and Conditions', as per 'Form F-5'
- (e) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.

- (f) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (g) Any other information/details required as per Tender Document
- (f) Copy of EMD / Declaration for Bid Security, as per Clause 16 of ITB
- (g) Copy of Integrity Pact as per Form F-13
- (h) ~~Undertaking as per Form-1 to Annexure-II to Section-III by MSE bidders and Class-I Local Suppliers bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP MII), if applicable.~~
- (i) Undertaking as per *Form-2 to Annexure-II to Section-III* and ~~Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-II to Section-III~~ (***Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not***).
- (j) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (k) All other forms and Formats including Annexures.
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

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

Further, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact 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 Bid Due Date.

Bidders are required to submit the EMD in original by Bid Due Date and Time 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 Bid Due Date and Time, 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 Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.1.2 PART-II: Price Bid

- i) The Prices are to be submitted strictly as per the Price bid / Schedule of Rate (SOR) on GeM portal. GAIL 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.

12 BID PRICES

- 12.1 If required, the break-up of various components as included in the quoted price shall be obtained from successful bidders before placement of order/contract on them.

The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, GAIL reserves the right to transport the material with it's own transporter.

- 12.2 As stated elsewhere in tender, bidder is required to quote all components. In case, it is found that some of components are not considered, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard and no representation from the bidder shall be entertained in this regard.
- 12.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, including GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GAIL's account.

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the e-Invoice/Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

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

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

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

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

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

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

- 13.5 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.6 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.7 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**
Supplier shall ensure timely submission of correct e-invoice /invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the e-invoice/invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Supplier/Contractor under this contract or under any other contract.
In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.
- 13.8 The supplier shall mention the particulars of GAIL (India) Limited, (place specified in BDS) on the e-Invoice/Invoice. Besides, if any other particulars of GAIL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the e-Invoice/Invoice.
- 13.9 GAIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by GAIL.
- 13.11 **Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.13 GST, as included by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

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

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

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

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

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

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

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

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

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

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

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

- 15.1 Bid shall be kept valid for period specified in GeM bid from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period 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 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of GAIL (India) Limited payable at place mentioned in BDS] or '**Bank Guarantee including e- Bank Guarantee**' strictly as per the format given in form F-2B of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee including e- Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months. Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

- 16.3 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by GAIL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 The following categories of Sellers are exempted from furnishing Earnest Money / Bid Bond when tender is processed through Government e-Marketplace (GeM) Portal:
- i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the

State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

In case of MSE submitting Udyam Registration Certificate, following shall be applicable

- A. If the major activity of the MSE is Services or Manufacturing then the unit is eligible to avail the benefits of Public Procurement Policy for MSEs Order, 2012. MSEs registered as a trader (Major Activity) cannot avail the benefits of the said policy.
 - B. If the major activity of the MSE is Services (Trading) then the unit is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012. MSMEs under such categories are eligible only for availing Priority Sector Lending benefits.
 - C. Irrespective of the product category, the benefits of Public Procurement Policy, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. The authenticity of service providers or manufacturers of the item to be procured shall be verified by seeking additional documentation as mentioned in the Terms & Conditions while considering purchase preference
- ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP). Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
 - iii) KVIC, ACASH, WDO, coir Board, TRIFED and Kendriya Bhandar.
 - iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
 - v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
 - vi) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
 - vii) Central / State PSUs.

- viii) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer — such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/‘financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause no. 16.9 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as 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. The Bidder must submit their queries / clarifications to GAIL in the format “F-11”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on GeM Portal 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(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by 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) has 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(s) signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. GAIL will accept Bid based on terms & conditions of Tender Document

only. Bidder may note, GAIL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). GAIL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

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

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact
- (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 & conditions of Tender Document.

20 E-PAYMENT

GAIL (India) Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 Bid shall be submitted through GeM Portal only in the manner specified in Tender Document. No Manual/ Hard Copy (Original) / E-mail Bid shall be acceptable.
- 21.2 EMD /Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 The Bid must be uploaded on GeM Portal only not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 GAIL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of GAIL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on the GeM Portal.

23 LATE BID

- 23.1 ~~Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, GeM Portal shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.~~ GeM portal shall close immediately after the due date and time for submission of bid and no bids can be submitted thereafter.

In case 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 BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time.
- 24.2 No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time 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 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1 GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action.
- 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 GAIL shall not be subject to review:

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

26 BID OPENING

26.1 Unpriced Bid Opening:

GAIL will open bids, at date, time and location stipulated in the BDS.

26.2 Priced Bid Opening:

- 26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

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 PURCHASER

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact GAIL
- PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA**

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) 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 Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

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

30 CORRECTION OF ERRORS

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 Methodology mentioned in Section-II of Tender Document.

Refer BDS for tie-breaker criteria.

33 QUANTITY VARIATION

- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs), ~~Domestically Manufactured Electronic Products / Telecom Products~~ or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

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 the 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.

Bidders are advised to update their status on GeM Portal to avoid any complexity in evaluation.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29.0”, GAIL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

“GAIL intent to place the SAP order/contract directly on the address from where Goods are produced/dispatched OR Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed”.

GAIL will place the Purchase Order/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 [FOA]

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, GAIL will promptly discharge his EMD, pursuant to “ITB: Clause-16”.
- 36.4 The order value is subject to Price Reduction Schedule (PRS) clause.
- 36.5 **In addition to GeM Contract(s), GAIL 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 (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from GAIL.

37.0 DISPATCH SCHEDULE

- 37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-Works basis the transportation will be arranged by supplier(s) / GAIL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
 - (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GAIL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.
- 37.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to GAIL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

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

38.1 Within 30 days of the receipt of the notification of award/ FOA from GAIL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either **Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee 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

Contract Performance Guarantee is to be submitted by bidder within 30 days after issuance of Fax of Acceptance(FOA) / Letter of Acceptance (LOA) and in event of delay in submission of CPBG / SD, the contract can be terminated. However, if termination of contract is not in the interest of GAIL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPS / SD with the approval of Competent Authority. However, 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/LOA plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st day after issuance of FOA/LOA.

Non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/ contract and subsequent actions following termination as per the tender. The first payment to contractor/ vendor/supplier will be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD) & deduction of applicable interest OR deduction of Contract Performance Security (CPS)/ Security Deposit (SD) along with applicable interest from the due payment as mentioned herein above.

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee including e- 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.

- The Supplier 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
- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.
- 38.5 The successful bidder can also submit the SD/CPBG through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/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/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on 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.
- 38.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order.
- 38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.
- 38.8 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.9 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Appendix-1 of General Conditions of Contract- Goods (Rev.2).
- 39.2 The Fraud Prevision Policy document is available on GAIL's website (www.gailonline.com).
- 39.3 Name and contact details of nodal officer- refer 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 or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Bidder/Supplier.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

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

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

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

- 40.3 In case Bidder is a Micro or Small Enterprise, 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 document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

- 40.4 If against an order placed by GAIL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing from GAIL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 40.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

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

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

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

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

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

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

41 PACKING INSTRUCTIONS

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....
Seller's Name.....

- 41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - Any other requirement mentioned elsewhere in Tender Document

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Goods (Rev.2).

43 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 transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GAIL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/ Supplier/ Contractor/Consultant (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 GAIL within 15 days. The Samadhan Portal is available at <https://gailebank.gail.co.in/grievance/welcome.aspx> .

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

- Any issue should be first referred to EIC for contracts/ Dealing C&P Executive for Purchase Orders.
- In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-"Samadhan".
- 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 Order/ LOA/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**

Shall be as per cl.no.30 of General Conditions of Contract (GCC)-Goods.

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

Shall be as per cl.no.30.4 of General Conditions of Contract (GCC)-Goods

46 **REPEAT ORDER**

Shall be as per Clause no. 40 of GCC-Goods

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

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

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

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

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

If a Startup [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, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

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

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier

has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

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

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

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

51 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

51.1 TDS as applicable will be deducted by GAIL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

51.2 Since GAIL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

51.3 Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/supplier who does not filed 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%

52. DOCUMENTS FOR PAYMENT:

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

However, for release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;

- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

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

53. 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.

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

Annexure-I to Section-III

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description
A. GENERAL	
1.1	<p>The Purchaser is: GAIL (India) Limited The consignee details for the goods are:</p> <p>GAIL (India) Limited, JHABUA DISTRICT, MADHYA PRADESH-457661. Mr. R C VARTAK. Senior Suprintendent (Stores - C&P) Mobile: 9637583686 Email: rcvartak@gail.co.in</p>



1.2	The Invitation for Bid/ Tender is for PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.				
General	<p>The Purchaser is: GAIL (India) Limited</p> <p>The consignee details and Delivery Location for the goods are as under:</p> <p>Consignee: As detailed at 1.1 above</p> <p>Delivery Location: As detailed at 1.1 above</p>				
B. TENDER DOCUMENT					
8.1	<p>For clarification purposes only, the communication address is:</p> <p>Attention: Rohita Jain</p> <p>C&P Dept., Administrative Building,</p> <p>Gail India Ltd. Vijaipur,</p> <p>Guna-473112</p> <p>Madhya Pradesh</p> <p>E-Mail: rohita.jain@gail.co.in</p>				
C. PREPARATION OF BID					
11.1.1 (m)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers				
12 & 13	<p>Whether GAIL will be able to avail input tax credit in the instant tender:</p> <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"/>				
12.2	Transit Insurance shall be arranged by:- GAIL (INDIA) LIMITED				
12.4	<p>Delivery basis shall be:</p> <p>Delivery Schedule: Supply, Installation, Testing & Commissioning of the CCTV shall be completed within 08 months from the date of FOA/LOA whichever is earlier at GAIL Jhabua</p>				



13.7 and 13.8	Details of Buyer:		
	Consignee	GAIL (India) Limited GAIL (India) Limited, JHABUA DISTRICT, MADHYA PRADESH-457661. Mr. R C VARTAK. Senior Suprintendent (Stores - C&P) Mobile: 9637583686 Email: rcvartak@gail.co.in	
	PAN No.	AAACG1209J	
	GST no.	23AAACG1209J1Z4	
	GAIL Bank details	State Bank of India, PO GAIL Complex, Vijaipur, Distt.: Guna, Madhya Pradesh-473112 A/C No. 32781677496 Swift code: SBININBB00584, IFSC Code: SBIN0006635 E-mail: sbi.06635@sbi.co.in	
14	The currency of the Bid shall be INR		
15	The bid validity period shall be as per GeM Bid Document no. GEM/2024/B/5239914 DATED 05.08.2024.		
16.1 16.9 & 38.5	<p>In case 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of GAIL (India) Limited, payable at State Bank of India, PO GAIL Complex, Vijaipur, Distt.: Guna, Madhya Pradesh- 473112</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL’s Bank account are as under: State Bank of India, PO GAIL Complex, Vijaipur, Distt.: Guna, Madhya Pradesh- 473112 A/C No. 32781677496 Swift code: SBININBB00584, IFSC Code: SBIN0006635 E-mail: sbi.06635@sbi.co.in Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL’s Bank Account.</p>		
D. SUBMISSION AND OPENING OF BIDS			



22	The GeM Bid No. of this bidding process is: GEM/2024/B/5239914 DATED 05.08.2024.				
22.2	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: Rohita Jain C&P Dept., Administrative Building, Gail India Ltd. Vijaipur, Guna-473112 Madhya Pradesh E-Mail: rohita.jain@gail.co.in				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II. Tie-breaker methodology available on GeM portal will be followed.				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Micro & Small Enterprises (MSEs) ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				
F. AWARD OF CONTRACT					
36	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters:- Attention: Rohita Jain GAIL (India) Limited, JHABUA DISTRICT, MADHYA PRADESH-457661. Mr. R C VARTAK. Senior Suprintendent (Stores - C&P) Mobile: 9637583686 Email: rcvartak@gail.co.in				
37.4	Whether part shipment is allowed: NA				
38	Contract Performance Security/ Security Deposit <table border="1" data-bbox="435 1465 1092 1617"> <tr> <td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <u>The value/ amount of Contract Performance Security/ Security Deposit</u> CPS/SD @ 5% of Total Order / Contract value excluding GST.	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
39.2	Name and contact details of nodal officer are as under: Shri D S DIVEKAR, CGM(O&M)				

	Email: dsd04504@gail.co.in				
40	Whether tendered item is non-split able or non-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"/>				
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"/>				
48	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"/>				
53	Applicability of provisions relating to Order Transmittal System: <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"/>				
Clause no.38 of GCC	Fall Clause: <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"/>				
SCC	Documents required for accepting the Goods: Refer SECTION-V (SPECIAL CONDITIONS OF CONTRACT) & SECTION-VI (TECHNICAL SPECIFICATIONS).				

Annexure-II to Section-III

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

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

3.0 DEFINITIONS:-

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

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

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

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

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

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

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

- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means GAIL (India) Limited (GAIL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

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

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

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

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders -**
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall

get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

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

7.0 CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER, 2012 AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017 :

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

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"

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

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

- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
 - c(a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

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

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "non-MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

d) Items reserved for both MSEs and Class- I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only

"MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

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

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

Item - Desktop computer

Qty- 50 Nos.

Details of bids received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for

25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (Rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50- 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

9.0 **VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-1) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -2.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1%

of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GAIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- e. In case of false declarations, GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and

GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



FORM-1

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER
TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

.....

.....

.....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



FORM-2

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

(IN CASE BIDDER IS CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER)

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class I Local supplier _____ [_____]

Class II Local Supplier _____ [_____]

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

It is further confirm that M/s _____ (*Name of Bidder*) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class I Local supplier/ Class II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP MII) and has value addition of%.

Name of Audit Firm: _____ [Signature of Authorized Signatory]

Name:

Date: _____ Designation:

Seal:

Membership no:

Note:

- (i) _____ This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) _____ The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

LIST OF FORMS & FORMATS

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



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

SUB: **PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.**

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. (Please fill the relevant details in the Annexure to F-1 mentioned below) [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:

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



		District:
		State:
		PIN/ZIP:
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 (Please tick (✓) applicable option and strike through the other option)	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 (Please tick (✓) applicable option and strike through the other option)	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) (Please tick (✓) applicable option and strike through the other option)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
14c	Whether MSE is owned by Women (Please tick (✓) applicable option and strike through the other option)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in 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 (Please tick (✓) applicable option and strike through the other option)	Yes / No <i>(, Bidder to submit requisite documents as specified in 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: *GAIL 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.

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Annexure to F-1

S.No	Name of Proprietor/ Partners/ Directors of the firm/company	Father's Name	Residential Address	Aadhar No	PAN card details	DIN No

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Notes:

- i. **The above details are required to be submitted for all Partners/ Directors of the bidding firm/company.**
- ii. **Corresponding documents of the above details are duly notarized by Notary Public with legible stamp.**
- 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**



FORMAT F-2

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

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by GAIL (India) Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GAIL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

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 expiry date of BG should be two months beyond the validity of bid) 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,

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause - 16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence in the Bank Guarantee itself.



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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANC E BANK GUARANTEE	SECURI TY DEPOSI T	EM D	ADVAN CE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			



FORMAT F-2A
DECLARATION FOR BID SECURITY

To,
M/s GAIL (INDIA) LIMITED

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

Dear Sir

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

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

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

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

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

FORMAT F-2B
PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

Fixed Deposit Receipt as EMD:

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

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

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

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

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. GAIL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR should have a validity of at least ‘two [02] months’ beyond the date on which the bid expires.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GAIL.

Third Party Deposit Confirmation Letter

Date: __/__/____



To,

GAIL (India) Limited,

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

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

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

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

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

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

For or on behalf of.....[Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

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

F-3



LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

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

Date:

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

TENDER NO:.

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', against the above Tender Document:

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

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

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

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

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / 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'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.

F-4

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
THIS FORMAT SUPERSEDE THE FORMAT OF GEM

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “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 (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the “GAIL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor shall pay a sum of Rs.[or currency of Contract] _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (India) Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse or reference to the contractor to GAIL in such manner and at time, 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.

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

_____ 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 or dissolution or changes of constitution or insolvency of the said supplier/contractor or any change in the legal constitution of the Bank or of GAIL 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 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 bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor 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. _____ (contractor) 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 and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor'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 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 to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
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 three months beyond the expiry date of defect liability period / guarantee 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 03 months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. 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. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
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. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. In case claim period is not mentioned or same date is mentioned against validity and claim period, then the date of validity of BG shall be considered as three months prior to such date.
6. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security

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

1	BANK GUARANTEE NO	:	
---	--------------------------	---	--



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

F-4A

Fixed Deposit Receipt as CPS:

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

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

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

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

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. GAIL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR submitted should have a validity of at least ‘three [03] months’ beyond the Warranty Period/Defect Liability Period.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GAIL.

Third Party Deposit Confirmation Letter

Date: __/__/____



To,

GAIL (India) Limited,

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

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

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

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

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

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

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

(iii) **This letter forms an integrated part of FDR**

(iv) **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.)

F-5

AGREED TERMS & CONDITIONS

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



To,

M/s GAIL (INDIA) LIMITED

SUB: **PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.**

TENDER NO: **GEM/2024/B/5239914 DATED 05.08.2024.**

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.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of GAIL (if any) and address	Bidder's name: GAIL's Vendor Code: Address:
2.	Bidder furnishes bid security declaration OR EMD/Bid Security details as under a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.9 of Section-III].	
3.	Bidder confirms that the currency of quoted prices is in Indian Rupees .	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	Bidder confirms that quoted prices are strictly as per Price Schedule format of the GeM.	
6.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
7.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	<p>Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA /GeM contract in case of successful bidder.</p> <p>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.e. 30th day after issuance of FOA/Notification of award/GeM 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/GeM Contract.</p> <p>In event of delay in submission of CPBG / SD, the contract can be terminated and an action as per tender terms shall be taken.</p>	
9.	<p>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.</p>	
10.	<p>Bidder confirms acceptance to Delivery/Completion Period as per Bid Document</p>	
11.	<p>(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document.</p> <p>(ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).</p>	
12.	<p>a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures).</p> <p>b) Bidder confirms that printed terms and conditions of Bidder are not applicable.</p>	
13.	<p>Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.</p>	
14.	<p>Bidder confirms that</p> <p>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL</p> <p>or</p> <p>(ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner.</p>	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	Bidder confirms that all correspondence must be in ENGLISH language only.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)	
18.	Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST) in Price Schedule of GeM.	
19.	Bidder confirms that GST registration details have been updated on GeM portal.	
20.	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST). If yes, Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of GeM	Yes/ No
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Bid.	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	Whether bidder is liable to raise E-Invoice as per GST Act. (Please tick (✓) applicable option and strike through the other option)	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
24.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
25.	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
26.	<p>No Deviation Confirmation:</p> <p>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
27.	<p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:</p> <p>"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."</p>	
28.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.</p>	
29.	<p>The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document</p>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
30.	Bidder confirms that they have read and understood the General Conditions of Contract – Goods enclosed at Section-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.	
31.	Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	
32.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
33.	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.	
34.	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.	
35.	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 GAIL's decision in this regard shall be final.	
36.	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	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal. (Applicable only for MSE Bidders).	
37.	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.	
38.	Bidder confirms that, they have read the provisions of tender (S.NO 13.5 of ITB) regarding submission of correct invoice and filing of GST return in time bound manner. Further agree that "Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GAIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL. "	
39.	Bidder to confirm following i. Whether bidder is participating as a manufacturer of the offered Goods. (Please tick (✓) applicable option and strike through the other option)	YES/ NO
	ii. Whether bidder is Participating as a Dealer/Distributor/Trader/Channel Partner etc. of the offered Goods. (Please tick (✓) applicable option and strike through the other option)	YES/ NO
40.	Vendor Invoice Management (VIM) GAIL is implementing Vendor Invoice Management (VIM) system titled as 'SARATHI' for automation, digitization & centralization of Account Payable process w.e.f. 01.04.2023. After implementation, Supplier/ Contractor/Service Provide/ Consultant is required to upload digital invoice on 'Sparsh' portal. The system optimizes and simplifies the process of receiving, managing, monitoring and forwarding invoices for payment	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>process. The link of 'Sparsh' portal is as under: https://sparsh.gail.co.in/flipper/#/login</p> <p>The 'Help Manual' hyperlink to access the detailed User Manual, Demo Videos, FAQ's and other relevant information is available on 'Sparsh' portal.</p> <p>Only digital invoice is to be uploaded on 'Sparsh' portal and all other supporting documents along with copy of invoice are to be submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA).</p>	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s GAIL (INDIA) LIMITED

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.

TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



F-7
BIDDER'S EXPERIENCE

To,
M/s GAIL (INDIA) LIMITED

SUB: PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.
TENDER NO: GEM/2024/B/5239914 DATED 05.08.2024.

Sl. No	Description of the Supply/ Services	PO/ Contr- act No. and date	Full Address & phone nos. of Client.	Postal & nos. of Client.	Value of Contract /Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

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

Note:
Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.

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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Earnest Money Deposit / Declaration for Bid Security		
iii	Duly signed 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 documents along with unpriced bid as per tender requirement (including cl.no.11.1.1 of Section-III).		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part is uploaded in GeM portal.		
4.0	Confirm that Undertaking as per Form-1 of Annexure-II to Section-III has been submitted (applicable for MSE and Class-I Local supplier).		
5.0	Confirm that Undertaking as per Form-2 to Annexure-II to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-II to Section-III are submitted (Applicable for all bidders including MSEs bidders).		



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

Place:

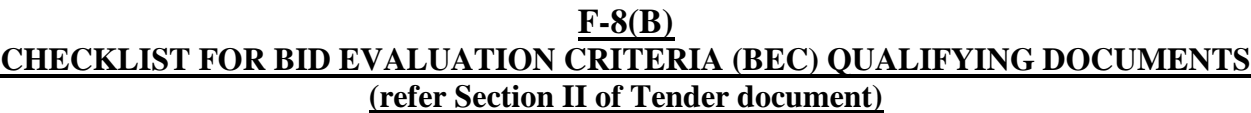
[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA



		<p>supply of the same Purchase Order(s)/Contract (s) along with the bids.</p> <p>The following documents to be submitted towards supply/execution proof clearly establishing cross reference with the above Purchase Order (PO) / Contract number.</p> <p>i. proof of supply of the same Purchase Order(s) [e.g. duly receipted Delivery Challan/ Taxable Invoice along with proof of payment receipt]</p> <p>or</p> <p>ii. Completion certificate/Execution certificate from end user confirming successful execution of purchase Order / contract.</p> <p>Wherever END USER is mentioned, the same shall be read as End User / Owner or their consultant who has been duly authorized by them.</p> <p>All documents in support of BEC-technical Criteria at S.NO 1.1 and 1.2 above should be duly certified by a Chartered Engineer and attested by Notary Public with legible Stamp.</p>		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	



3.	Any other technical criteria in BEC	(a) NIL		Yes/No	
4.	Experience of bidder acquired as a subcontractor	Certificate from End User			
Financial BEC					
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	<p>Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p>	<p>Submitted (Mention specific year.....)</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>	Yes/No	



4.	Format for Details of financial capability of Bidder	Bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		
----	---	---	-----------	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

(To be provided on Bank's letter head)

Date:

To,
M/s. GAIL (India) Limited

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

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

F-10

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

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

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

B. NET WORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

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

**Refer Instructions on page 2 of 2*

Notes:

- (i) It is further certified that the abovementioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions for Format F-10:

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements”
In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
M/s GAIL (INDIA) LIMITED

Sub: **PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA.**

Tender No:

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF
BIDDER: _____

NAME OF BIDDER : _____



F-12

E-Banking Mandate Form

(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN GAIL)

(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
6. 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 GAIL (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)

F-13

INTEGRITY PACT

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

[IP signed by GAIL's executive shall be made part of tender document]

IP signed by GAIL's executive is uploaded as an enclosure to the tender document. All participating bidders are required to upload duly signed & stamped Integrity Pact (IP) along with the bid documents.

Also, the original signed copy of the IP is to be sent by post/courier along with other applicable documents to the address specified in the BDS

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers,

Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond

this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, GAIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)
(Office Seal)

(For & on Behalf of Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

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.	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. 48 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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

[On the Letter-head of Contractor]

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

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

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

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

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

SECTION-IV

GENERAL CONDITIONS OF CONTRACT [Rev.2]

FOR

PROCUREMENT OF GOODS

GAIL (India) Limited

GENERAL CONDITIONS OF CONTRACT-GOODS [Rev.2]

INDEX

Clause Title

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

139

1. Definitions, Interpretations & Priority of Contract Documents
2. Supplier to inform
3. Application
4. Country of Origin
5. Scope of Contract
6. Standards
7. Instructions, Direction & Correspondence
8. Contract Obligations
9. Modification in Contract
10. Use of Contract Documents & Information
11. Patent Rights, Liability & Compliance of Regulations
12. Contract Performance Security
13. Inspection, Testing & Expediting
14. Time Schedule & Progress Reporting
15. Delivery & Documents and Dispatch Schedule
16. Transit Risk Insurance
17. Packing & Shipping Instructions and Transportation
18. Incidental Services
19. Spare Parts, Maintenance Tools etc.
20. Guarantee
21. Terms of Payment
22. Prices
23. Subletting & Assignment
24. Time as Essence of Contract
25. Delays in the Supplier's Performance
26. Price Reduction Schedule (PRS) for Delayed Delivery
27. Rejections, Removal of Rejected Equipment & Replacement
28. Termination of Contract
29. Force Majeure
30. Dispute Resolution Mechanism
31. Governing Language
32. Notices
33. Taxes & Duties
34. Books & Records
35. Permits & Certificates
36. General
37. Import License
38. Fall Clause
39. Publicity & Advertising
40. Repeat Order
41. Limitation of Liability
42. Completion Certificate & Execution Certificate
43. Provisions for Buy-back Items
44. Confidentiality
45. Intellectual Property Right
46. Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices and Poor Performance

47 Vendor Performance Evaluation

Appendix-I: Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices

Appendix-II: Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant

Appendix-III: Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit

1.0 DEFINITIONS, INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.1 Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

1.1.1 "Approved" means prior approval in writing.

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

- 1.1.2 The "Bid" or "Tender" "Offer" means the proposal along with supporting documents submitted before Notification of Award by the Bidder for consideration / acceptance by the Purchaser.
- 1.1.3 "Bidder" Designates the person(s) or legal entity / Firm / Company /Corporation /Organisation, and it's legal representatives, successors and permitted assigns which has made a proposal or submitted Bid/Ten-der/Offer with the aim of concluding a Contract with the Purchaser.
- 1.1.4 "Consultant" or "PMC" [if engaged] shall mean M/s.having its registered office at..... who are the consultant to the Purchaser for this Contract. The term Consultant includes successors, assigns of M/s.
- 1.1.5 "Contract" shall mean all obligations, commitments, promises agreed upon between Purchaser and Supplier for supply of Goods including execution of the Services (if any) as per Purchase Order (PO) and its subsequent amendment(s), if any in writing thereto.
- 1.1.6 "Contract Price" or "Purchase Order Value" shall mean the total sum accepted or the total sum calculated in accordance with the prices accepted in the Contract as payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. The Contract Price /Purchase Order Value is subject to Price Reduction Schedule clause.
- 1.1.7 "Completion Date" shall mean the date on which the supplied Goods are successfully commissioned by the Supplier and handed over to the Purchaser.
- "Delivery Date" shall be the date on which Goods are supplied by Supplier as per delivery terms of the Contract.
- 1.1.8 "Commercial Operation" shall mean the condition of the operation in which the complete Goods / equipment covered under the Contract is officially declared by the Purchaser to be available for continuous operation at different loads upto and including rated capacity.
- 1.1.9 "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 "Delivery" shall mean the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- Delivery terms shall be interpreted as per current edition of INCOTERMS, published by the International Chamber of Commerce before the due date of submission of Bid
- 1.1.11 "Drawings" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.1.12 "Engineer" or "Engineer-in-Charge" shall mean the person designated from time to time by Purchaser/Consultant and shall include those who are expressly authorized to act for and on behalf of Purchaser/Consultant for operation of this Contract.

- 1.1.13 "Fax of Acceptance" shall mean intimation regarding notification of award by the Purchaser/Consultant to the successful Bidder/Supplier through a fax/ letter/ email conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.
- 1.1.14 "Final Acceptance" shall mean the Purchaser's written acceptance of the Goods supplied and works/Services performed under the Contract after successful completion of performance and guarantee test, at/after the Completion Date.
- 1.1.15 "Goods" shall mean articles, materials, equipment, machinery, instruments, stores, design and drawings, data and other property to be supplied by Supplier including Services (if any), to complete the Contract and Amendment(s) thereto.
- 1.1.16 "Inspector" shall mean any person or third party Agency nominated by Purchaser/ Consultant to inspect Goods, stage wise as well as final, before dispatch, at Supplier's works and/or on receipt at Site as per terms of the Contract.
- 1.1.17 "Initial Operation" shall mean the first integral operation of the complete Goods covered under the Contract with sub-systems and supporting equipment(s) in service or available for service.
- 1.1.18 "Purchase Order" means the Contract Document/Order collectively the Tender Documents, Designs, Drawings, Specification, Bill of Quantities, Schedule of Rates alongwith its break-up (if any), Fax of Acceptance (if any), agreed variations and amendments (if any) and such other documents constituting the Tender and acceptance thereof.
- 1.1.19 "Purchaser" shall mean GAIL (INDIA) LIMITED (GAIL) having its registered office at 16, BHIKAJI CAMA PLACE, R.K.PURAM, NEW DELHI-110066 (INDIA). The term Purchaser includes successors, assigns of GAIL
- 1.1.20 "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Purchase Order.
- 1.1.21 "Project" designates the aggregate of the Goods and/or Services to be provided by one or more Suppliers/Contractors.
- 1.1.22 "Quantities / Bills of Quantities" designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.1.23 "Supplier" shall mean the successful Bidder whose Bid has been accepted by the Purchaser for supply of Goods and incidental Services (if any). The term Supplier is a synonyms of Seller and Vendor/Contractor and also includes its successor(s) and permitted assign(s).

- 1.1.24 “Service” shall mean those services ancillary to the supply of Goods, such as transportation and insurance and any other incidental services such as erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 1.1.25 “Site” means the land(s) and other place(s) on, under, in or across/through which the Goods and/or Services have to be supplied, erected, assembled, adjusted, tested, arranged and/or commissioned.
- 1.1.26 “Specifications” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian and/or International) and standard specifications including all addenda/corrigenda published before entering into the Contract, as applicable and specified in the Contract.
- 1.1.27 “Sub-Contract” shall mean order placed by the Supplier, for any portion of the Contract, after necessary consent and prior written approval of Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.28 “Sub-Contractor” shall mean the person(s) / firm / Organisation / company (other than the Supplier) and its legal representatives, successors and permitted assigns named in the Contract for supply of any part of the Goods or Service(s) or to whom any part of the Contract has been sub-let by the Supplier with the prior consent in writing of the Consultant/Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.29 “Start-Up” shall mean the time period required to bring the Goods covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of Goods and supporting subsystems, initial operation of the complete Goods covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.1.30 “Tests” shall mean such process or processes to be carried out by the Supplier as are prescribed in the Contract or considered necessary by Purchaser or his representative in order to ascertain quality, workmanship, performance and efficiency of Goods or part thereof.
- 1.1.31 “Tests on Completion” shall mean such tests as prescribed in the Contract to be performed by the Supplier before the complete Goods and Services are taken over by the Purchaser.
- 1.1.32 “Week” shall mean a period of any consecutive seven Days.

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) Purchase Order
- (ii) Fax of Acceptance
- (iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)
- (iv) Drawings
- (v) Special Purchase Conditions(SPC) / Special Conditions of Contract (SCC)

- (vi) General Technical Specifications (if applicable)
- (vii) Instructions to Bidders (ITB)
- (viii) General Conditions of Contract (GCC)
- (ix) Any other document forming part of the Contract

A Amendment issued to Purchase Order after 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 Interpretation: Words implying 'Person(s)/Party(ies)' shall include relevant Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' and any firm/organization having legal capacity, as the case may be.

1.2.5 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.6 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 provisions hereto and they shall remain binding on the parties hereto.

1.2.7 Incoterms:

(i) The meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms® 2020 or its latest version.

(ii) EXW, FOB,FCA,CIF, CIP& CPT and other similar terms, shall be governed by the rules prescribed in the Incoterms® 2020 or its latest version, published by the International Chamber of Commerce, applicable as on due date of submission of Bid.

2.0 SUPPLIER TO INFORM

2.1 The Supplier shall be deemed to have carefully examined all Contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Supplier of his responsibility to fulfill his obligation under the Contract.

3.0 APPLICATION

3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4.0 COUNTRY OF ORIGIN

4.1 All goods and services supplied under the contract shall have their Origin as quoted by the Bidder and accepted by Purchaser.

4.2 For purposes of this Clause “Origin” means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 In case of Contract with foreign Suppliers, a certificate issued by relevant Chamber of Commerce specifying Country of Origin shall form part of shipping/dispatch documents.

4.4 The Origin of goods and services is distinct from the nationality of the Supplier.

4.5 In case of any export/re-export control restrictions imposed by parent country of Bidder / country of origin on the Goods offered/supplied regarding Goods’ end use or end user, then Bidder shall intimate the same upfront in their offer. In such case, right to accept or reject the Bid of such Bidder shall be decided by Purchaser on its sole discretion.

5.0 SCOPE OF CONTRACT

5.1 Scope of the Contract shall be as defined in the Purchase Order/Contract Document(s) and Annexure thereto.

5.2 Completeness of the Goods and Services shall be the responsibility of the Supplier. Any equipment, fittings and accessories which may not be specifically mentioned in the Scope, Specifications or drawings, but which are usual or necessary for the satisfactory functioning of the Goods (i.e. successful operation and functioning of the Equipment being Supplier’s responsibility) shall be provided by Supplier without any extra cost.

5.3 The Supplier shall follow the good engineering practices in the manufacture of Goods/Equipment(s) notwithstanding any omission in the Specifications. The true intent and meaning of these documents is that Supplier shall in all respects, design, engineer, manufacture and supply the Goods, equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.

5.4 The Supplier shall furnish three (3) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the Purchaser. The Supplier shall also furnish the above in computer readable soft copies in PDF format or equivalent by electronic mode.

5.5 The documents once submitted by the Supplier shall be firm and final and not subject to subsequent changes unless otherwise explicitly agreed by the Purchaser in writing. The Supplier shall be responsible for any loss to the Purchaser/Consultant consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the Contract shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Supplier shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location

5.9 Specifications, design and drawings issued to the Supplier alongwith Tender Document/RFQ and Contract are not sold or given but loaned. These remain property of Purchaser/Consultant or its assigns and are subject to recall by Purchaser/Consultant. The Supplier and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without prior written permission of Purchaser/Consultant. All such details shall be kept confidential.

5.10 Supplier shall pack, protect, mark and arrange for dispatch of Equipment as per instructions given in the Contract.

5.11 The Supplier on his own behalf and on behalf of Sub-Contractor(s) hereby represents that both have full legal right, power and authority to transfer the ownership of the equipment/material to Purchaser.

6.0 STANDARDS

6.1 The Goods supplied under the Contract shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution(s).

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

7.1 The Goods described in the Contract are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the Contract, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

7.2 All instructions and orders to Supplier shall, excepting what is herein provided, be given by Purchaser/Consultant.

7.3 All provision of Goods and supply of Services shall be carried out under the direction of and to the satisfaction of Purchaser/Consultant.

7.4 All communications including technical/commercial clarifications and/or comments shall be addressed to Purchaser/ Consultant and shall always bear reference to the Purchase Order number.

7.5 Invoices for payment against Contract shall be addressed to Purchaser.

7.6 The Purchase Order number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

8.1 Purchaser will be the sole judge in the matter of award of Contract and the decision of Purchaser shall be final and binding on the Supplier.

The Acceptance of Tender/Bid will be intimated to the successful Bidder by the Purchaser through notification of award of Contract either by fax / e - mail /letter or like means defined as Fax of Acceptance (FOA). The Contract shall enter into force on the date of Notification of Award and the same shall be binding on Purchaser and Supplier.

8.2 If after award of the Contract, the Supplier does not acknowledge the receipt of FOA/PO or fails to furnish the Contract Performance Security within the prescribed time limit, the Purchaser reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this Contract.

8.3 Once a Contract enters into force, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

8.4 Supplier's Responsibilities

8.4.1 The Supplier shall supply all the Goods and incidental Services as per terms and conditions of Purchase Order within the Delivery and Completion schedule mentioned therein.

8.5 Purchaser's Responsibilities

8.5.1 Whenever the supply of Goods and incidental Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.6 Joint and Several Responsibility:

8.6.1 Where Supplier's Goods/Equipment(s) or any part thereof are to be used jointly with other equipment(s) supplied by another manufacturer(s), the name of the such manufacturer(s) will be communicated separately to Supplier, the Purchaser/Consultant will hold Supplier and the manufacturer(s) jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall also include the mechanical coupling as well as dynamic and starting moment.

8.6.2 Consequently, Supplier shall establish and maintain all necessary contact with the manufacturer to be indicated by Purchaser/Consultant with a view to ensuring the exchange of all relevant data and information.

9.0 MODIFICATION IN CONTRACT

9.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by Purchaser/Consultant by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

9.2 Based on the requirement, the Purchaser/Consultant in writing shall have the right to change the quantities, specifications, drawings etc. without changing the indented purpose of the Contract. If such changes cause an increase or decrease in the price or time required for the supply, the Supplier shall submit the proposal indicating the implications along with documentary evidence/ back-up documents/ calculations within 7 days, for review and processing of change order/amendment to the Contract by Purchaser/Consultant. On receipt of the amendment to the Contract, Supplier shall execute the change order.

9.3 Purchaser/Consultant shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms or acknowledgment of Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Contract.

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

10.1 The Supplier shall not, without the Purchaser's/Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause no. 10.1. except for purpose of performing the Contract.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

11.1 Supplier hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Supplier agrees to be responsible for and to defend at his sole expense all suits and proceedings against Purchaser based on any such alleged patent infringement and to pay all costs, expenses and damages which Purchaser and/or Consultant may have to pay or incur by reason of any such suit or proceedings.

11.2 The Supplier shall, indemnify and hold harmless the Purchaser/Consultant and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser/Consultant may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, industrial design rights or other intellectual property right registered or otherwise by reason of

- (a) the installation or the use of the Goods or any part thereof in the country where the Site is located; and
- (b) the sale of the products (which is produced by use of the Goods) in any country.

11.3 Supplier shall also protect and fully indemnify the Purchaser from any claims from Supplier's workmen/employees or their heirs, dependents, representatives, etc. or from any other person(s) or company(ies) etc. for any acts of commissions or omission while executing the Contract.

11.4 Supplier shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the Purchaser from any claims/penalties arising out of any infringements.

12.0 CONTRACT PERFORMANCE SECURITY (CPS):

12.1 Within 30 days after the Supplier's receipt of FOA, the Supplier shall furnish Contract Performance Security (CPS) in the form of Demand Draft/online direct transfer/Bank Guarantee in the format attached as Appendix-III, for an amount equivalent to defined percentage (mentioned in tender/ FOA) of the total Purchase Order Value excluding GST on finished goods or for the amount mentioned in the Tender Document/FOA.

12.2 The proceeds of CPS shall be appropriated by the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the Purchaser may be entitled to as per terms and conditions of Contract. The proceeds of this CPS shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

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

12.3 The CPS shall be denominated in the currency of the Contract.

12.4 The CPS shall be valid for the duration upto expiry of Warrantee/Guarantee period with claim period as per the format attached as Appendix-III. The Bank Guarantee will be discharged by Purchaser within 3 months from the date of expiration of the Supplier's entire obligations, including any warrantee/guarantee obligations, under the Contract.

12.5 All compensation, claim or other sums of money payable by the Supplier to the Purchaser/Consultant under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Purchaser/Consultant of any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within ten days thereafter make good in bank drafts/Bank Guarantee as aforesaid any sum or sums which may have been deducted from or realized by sale of his CPS, or any part thereof. The Supplier shall pay to the Purchaser/Consultant on demand any balance remaining due. No interest shall be payable by the Purchaser/Consultant for sum deposited as CPS and no claim whatsoever in this regard shall be entertained by Purchaser.

13.0 INSPECTION, TESTING & EXPEDITING

13.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The special conditions of Contract and/or the Technical Specifications

shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the Supplier or his sub-contractor(s), at point of Delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

13.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet Specifications' requirements, free of cost to the Purchaser.

13.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser, or their representative prior to the Goods shipment from the country of Origin.

13.5 The Inspector may follow the progress of the manufacture of the Goods under the Contract to ensure that the requirements outlined in the Contract are not being deviated with respect to schedule and quality. Supplier shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Contract during the entire period of Contract validity.

13.6 Any materials/goods covered under scope of Contract, which during the process of inspection by Inspector, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

13.7 In order to enable Purchaser's representatives to obtain entry visas in time, Supplier shall notify Purchaser two months before assembly, testing and packing of main Equipment. If requested, Supplier shall assist Purchaser's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 Supplier shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods. The Inspector is entitled to prohibit the use and dispatch of Goods and/or materials which have failed to comply with the characteristics required for the Goods during tests and inspections.

13.9 Supplier shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 All Tests and trials in general, including those to be carried out for materials not manufactured by Supplier shall be witnessed by the Inspector. Therefore, Supplier shall confirm to Purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. Supplier shall specify the Goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, Purchaser should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.

13.13 Nothing in Clause-13 shall in any way release the Supplier from any warrantee/guarantee or other obligations under this Contract.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Supplier.

13.15 INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES

When materials are rejected by the consignee, the Supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk & cost of the Supplier. The Supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours from the date of such written Notice, failing which the consignee/Purchaser will either return the materials to the Supplier on freight to pay or otherwise dispose them off at the Supplier's risk and cost. The Purchaser shall also be entitled to recover handling & storage charges, as per Clause No. 27.4

14. TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, Supplier shall submit to Purchaser, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of Supplier's time schedule shall be sent to Purchaser.

14.1.4 The time schedule network/bar chart shall be updated at least every second month or as agreed with Purchaser.

14.2 Progress Trend Chart/Monthly Report

14.2.1 Supplier shall report monthly to Purchaser, on the progress of the execution of Contract and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith Contract confirmation.

14.2.4 Purchaser's/Consultant's representatives shall have the right to inspect Supplier's premises with a view to evaluating the actual progress of Contract execution on the basis of Supplier's time schedule documentation.

14.2.5 Irrespective of such inspection, Supplier shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.

14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per time schedule and is not satisfactory in the opinion of the Purchaser/Consultant which shall be conclusive or Supplier shall neglect to execute the Contract with due diligence and expeditiousness or contravenes the provisions of the Contract, Purchaser/Consultant may give notice of the same in writing to the Supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by Purchaser/Consultant, the Purchaser/Consultant shall have the option and be at liberty to cancel the Contract wholly or in part out and make alternative arrangements to obtain the requirements and completion of Contract at the Supplier's risk and cost and recover from the Supplier, all extra cost incurred by the Purchaser on this account. In such event Purchaser/Consultant shall not be responsible for any loss that the Supplier may incur and Supplier shall not be entitled to any gain. Purchaser/Consultant shall, in addition, have the right to encash Contract Performance Security in full or part.

15. DELIVERY & DOCUMENTS AND DISPATCH SCHEDULE

15.1 Delivery of the Goods shall be made by the Supplier in accordance with terms specified in the Contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

(i) In the case of FOB/FCA, CFR/CPT& CIF/CIP Contracts, when the Goods have been put on board the ship/flight, at the specified port of loading and a clean Bill of Lading/Airway Bill is obtained. The date of Bill of Lading/Airway Bill shall be considered as the delivery date.

(ii) In case of FOT despatch point Contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the Goods receipt obtained. The date of LR/GR shall be considered as the date of delivery.

(iii) In case of FOT site (for Indian bidders) Contract, date of receipt of Goods by Purchaser/Consultant at the designated site(s) shall be considered as the date of delivery.

(iv) For Contracts involving Services, the delivery/completion period for such Services mentioned in Contract shall commence from zero date as intimated by the Purchaser/Consultant in writing or as mentioned in SCC or elsewhere.

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser/Consultant. Any request concerning delay will be void unless accepted by Purchaser/Consultant through a modification to the Contract.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser/Consultant.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Clause– 26 shall apply. The Contract shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for termination of Contract.

15.6 It should be noted that if a Contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the Supplier will be liable to pay to GAIL the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such Contract within the date of delivery specified in the Tender Document and incorporated in the Contract. This is without prejudice to other rights and remedies available to GAIL, under terms of Contract.

15.7 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.8 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.9 The Supplier should comply with the Packing, Marking and Shipping Documentation Specifications.

15.10 Dispatch Schedule

15.10.1 Indian Bidder:

If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / GAIL on 'freight to pay' basis and the freight will be paid at the destination.

Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GAIL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

It shall be responsibility of the Supplier to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

15.10.2 Foreign Bidder:

Where the Supplier is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by GAIL.

Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

It shall be responsibility of the Supplier to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

All equipments / materials are to be insured by GAIL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

16 TRANSIT RISK INSURANCE

16.1 All Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 The Purchaser shall arrange transit risks Insurance for the Goods supplied by indigenous Supplier unless specified otherwise in the Purchase Order, to cover the risk & damages during the inland transportation. Further, where delivery is on FOB/FCA or CFR/CPT basis, marine insurance shall be the responsibility of the Purchaser.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter under intimation to consignee, for further necessary action for recovery of transit damages.

16.3 Insurance Requirements:

Indigenous Supplier: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by GAIL unless specified otherwise in the Purchase Order.

Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding LR number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and Purchase Order number along with Insurance policy no., for arranging insurance of the consignment against transit risk from the despatch point to the Site/warehouse of the consignee.

Foreign Supplier: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GAIL, in case of EXW, FOB/FCA, CFR/C&F orders as per INCOTERMS.

Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, packing details including number of packages/cases & gross/net weight, value of goods and Purchase Order number & date, ETD & ETA of vessel at ports along with Insurance policy no., for arranging necessary insurance.

The Supplier shall ensure that in effecting despatch of Goods, the primary responsibility of the carriers for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardised. The Supplier shall furnish the cost of materials against each equipment.

Purchaser's Insurance Agent & Insurance policy no.:

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

17. PACKING & SHIPPING INSTRUCTIONS AND TRANSPORTATION

17.1 Packing & Marking:

The Supplier shall dispatch the materials in worthy/Sea worthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered along with other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate identifiable box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the Supplier in case of contracts with transit insurance in Supplier's scope from Supplier's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (i) Purchase Order No. and date
- (ii) Country of origin (Applicable for Foreign Suppliers)
- (iii) Name of Supplier
- (iv) Case number (running number upon total number of boxes).
- (v) Gross and net weight in Kilogram on each box.
- (vi) Dimension of packages
- (vii) Port of destination (Applicable for Foreign Suppliers)

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

- (viii) Consignee
- (ix) TOP/DON'T TURNOVER/HANDLE WITH CARE (as applicable)
- (x) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list and Material Safety Data Sheet (if applicable) in English.

In case of hazardous chemicals / materials the bidder will provide Material Safety Data Sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier's account.

Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to GAIL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

17.2 Shipping Instructions:

The Supplier shall notify the Purchaser/Consultant & all concerned and also the port as well as ultimate consignee by e-mail the Bill of Lading/Airway Bill number and date, the name of ship/flight, ship manifest, the date of departure of the ship/flight, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and Purchase Order number and date within 2 days from the departure of the ship or within 24 hours from the departure of the flight from the port of loading.

17.3 Copies of dispatch documents should reach Purchaser/Consultant well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from Supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the Purchase Order.

17.4 Where the Supplier is required under the Contract to deliver the Goods on FOB/FCA basis, transport of the Goods until delivery, that is, upto and including the point of putting the Goods on board the export conveyance at the specified port of loading, shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Purchase Order Value.

17.5 Where the Supplier is required under the Contract to deliver the Goods on CFR/CPT or CIF/CIP basis, transport of the Goods to the port of discharge or such other point in the country of destination as specified in the Contract shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Purchase Order Value.

17.6 Where the Supplier is required under the Contract to deliver the Goods on FOT destination point basis, transport of the Goods upto the destination point shall be specified in the Contract shall be arranged and paid by the Supplier and the cost thereof shall be included in the Purchase Order Value.

17.7 As per the Section 3 of the “Carriage by Road Act 2007”, no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Accordingly, Goods should be transported through registered common carriers only.

18. INCIDENTAL SERVICES

18.1 The Supplier may be required to provide any or all of the following Services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this Service shall not relieve the Supplier of any warranty/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser’s personnel at the Supplier’s premise and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Supplier for the preceding incidental Services, shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18.3 When required, Supplier shall depute necessary personnel for supervision and/or erection of the Goods/Equipments at site for duration to be specified by Purchaser on mutually agreed terms. Supplier’s personnel shall be available at Site within seven Days for emergency action and twenty-one Days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 If the cost of incidental Services is not shown separately in the Price Schedules /t Schedule of Rates, then the same shall be considered included in the quoted prices.

19. SPARE PARTS, MAINTENANCE TOOLS ETC.

19.1 Supplier may be required to provide any or all of the following materials and notification pertaining to Spare parts (including standby equipments, accessories, sub-assemblies/assemblies etc.) manufactured or sourced by the Supplier. Such Spares shall be supplied directly by Supplier and the responsibility shall not be passed on to his dealers/distributors/stockists or Indian associates.

19.1.1 Such Spare parts as the Purchaser may opt to purchase from the Supplier, provided that his option shall not relieve the Supplier of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure such Spares, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Supplier shall supply item wise list with value of each item of Spare parts and maintenance tools requirements, along with full details of all manufacturers/ sub-supplier(s) for spares/maintenance tools sourced by Supplier.

19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials & workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of FILTER ELEMENTS shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods, shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with above conditions, their Bid may be rejected.

20. GUARANTEE

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without Purchaser's /Consultant's agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the Supplier pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Purchaser/Consultant) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by Purchaser/Consultant) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior twelve(12) months from the date of the first commercial operation of the Goods/Equipments or twenty four (24) months from the date of last shipment whichever period shall first expire, and the Supplier is notified thereof, Supplier shall, at his own expense and as promptly as possible, make such

alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of commissioning of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

Purchaser/Consultant may, at his option, remove such defective materials, at Supplier's expense in which event Supplier shall, without cost to Purchaser/Consultant and as promptly as possible, furnish and install proper materials.

In case defects are of such nature that Goods shall have to be taken to Supplier's works for rectification etc., Supplier shall take the Goods at his costs after giving necessary undertaking or security as may be required by Purchaser/Consultant. Purchaser/Consultant may, if so required by the Supplier, dispatch the Goods by quickest mode on "Freight-to-pay" basis to the Supplier's works. After repairs Supplier shall deliver the Goods at Site on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the Supplier.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract (including guarantee period) and rectification is required at site, Purchaser/Consultant shall notify the Supplier giving full details of differences. The Supplier shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of Purchaser/Consultant, the action required to correct the deficiency. Should the Supplier fail to attend meeting at Site within the time specified above, Purchaser/Consultant shall immediately rectify the work/materials and Supplier shall reimburse Purchaser all costs and expenses incurred in connection with such trouble or defect.

20.2 Performance Guarantee of Equipment

20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the Contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.

20.2.2 If the Supplier fails to prove the guaranteed performance of the Equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the Supplier fails to do so within a reasonable period, the Supplier shall replace the Equipment and prove guaranteed performance of the new equipment without any extra cost to Purchaser.

20.2.3 If the Supplier fails to prove the guarantee within a reasonable period, Purchaser/Consultant shall have the option to take over the Equipment and rectify, if possible, the Equipment to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Supplier's risk and cost. All expenditure incurred by the Purchaser/Consultant in this regard shall be to Supplier's account.

21. TERMS OF PAYMENT

21.1 In case of supply, payment shall be released within 15 days after receipt and acceptance of goods and submission of relevant documents complete in all respects through e-banking unless otherwise specifically mentioned in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the Supplier under this Contract shall be as mentioned above unless otherwise specifically specified in the Special Conditions of Contract.

21.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract. For release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Supplier's bid, as well as in other currencies in which the Supplier had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

21.5 Mentioning of PAN no. in Invoice/Bill

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

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

21.6 Foreign Suppliers should ensure submission of Tax Residency Certificate(TRC), Form 10F or Permanent Establishment(PE) information within specified time.

General Notes:

(i) All foreign currency payments to foreign bidder shall be released through Cash against Documents (CAD) through bank, If Supplier insists payment through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of acknowledgement of Letter/Fax of Acceptance/Purchase Order together with Contract Performance Security.

(ii) For dispatches on FOT dispatch point (in India) basis involving payment through bank, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

- (iii) All bank charges incurred in connection with payments shall be to Supplier's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- (iv) Unless otherwise specifically stated in Bid Document, all payments shall be made in the currency quoted.
- (v) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (vi) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the Purchaser, on account of such variation as per terms specified in the Bid Document, shall be passed on to the Purchaser alongwith invoicing itself.
- (vii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site and after completion of its role & responsibility by such agent.
- (viii) Wherever buy-back is involved, 5% payment towards supply of new item shall be made only after uplifting the buy-back items.

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

22. PRICES

22.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Contract, vary from the prices quoted by the Supplier in his bid.

23. SUBLETTING & ASSIGNMENT

23.1 The Supplier shall not without previous consent in writing of the Purchaser authority, 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 Supplier from any obligation, duty or responsibility under the Contract.

23.2 There is no obligation on part of Purchaser/Consultant to release any payment to Sub-Contractor.

24. TIME AS ESSENCE OF CONTRACT

24.1 The original or extended time of delivery/completion of the Goods/Services as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. DELAYS IN THE SUPPLIER'S PERFORMANCE

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the Purchaser has the right to:

- i) hire for period of delay from elsewhere goods which in Purchaser's opinion will meet the same purpose as the Goods which are delayed and Supplier shall be liable without limitation for such hire charges plus overhead charges @ 15% thereupon; or
- ii) terminate /cancel the Contract in whole or in part without liability for termination/cancellation charges. In that event, Purchaser may procure from elsewhere goods which Purchaser's opinion would meet the same purpose as the Goods for which Contract is cancelled and Supplier shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the Contract for the Goods involved; or
- iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the Supplier or his sub-contractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

- o forfeiture of Contract Performance Security,
- o imposition of price reduction for delay in delivery and
- o termination of the contract for default.

As per Performance Evaluation procedure (Appendix-II), the Supplier's non-performance or poor performance shall affect the future business relationship with GAIL and its PMCs.

26. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

26.1 Subject to Clause-29, if the Supplier fails to deliver any or all of the Goods or performance of the services within the time period (s) specified in the Contract, the Purchaser shall, without prejudice to his other remedies under the Contract, deduct from the Contract Price, a sum calculated on the basis of the Contract Price, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

A. For order including only supply of Goods/Equipment/Package

In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable ½ % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ 1/2 % of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

Note: When installation and/or commissioning is in Supplier's scope, the above clause 'A' will not be applicable, in such cases clause 'B' below will be applicable.

B. For order including both supply of Goods and Services (i.e. supervision, installation, erection, commissioning etc.)

For delay in supply:

The PRS shall be applicable @ ½ % (half percent) of price of respective goods/equipment / package (including spares etc. even if prices are indicated separately in the order but excluding value of Services) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value excluding value of Services.

For delay in Services (i.e. supervision, installation, erection, commissioning etc.):

The PRS shall be applicable @ ½ % (half percent) of Total Contract/ Order Value of respective equipment / package (including value of spares, Services etc. even if prices are indicated separately in the Contract) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value including value of Services.

In no case, total PRS shall exceed 5% (five percent) of Total Contract/ Order Value (Supply + Services).

However, if the completion of supply and services together are achieved within the overall completion period, no PRS shall be applicable.

For specific provision relating to supervision by Supplier (wherever applicable), refer SCC.

26.2 Both Supplier and Purchaser agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Supplier and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the Purchaser/EIC in the matter of applicability of price reduction shall be final and binding.

26.3 In case of delay in delivery on the part of Supplier, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.

26.5 In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the entire value of ARC.

26.6 In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply. In case of Import, PRS shall be applicable on FOB amount (except EXW orders) for delay in supply.

26.7 PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, Supplier should raise invoice for reduced value as per Price

Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes.

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

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

27. REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

27.1 Preliminary inspection at Supplier's works by Inspector shall not prejudice Purchaser's/Consultant's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty provisions.

27.2 If the Equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the Purchaser/Consultant shall be entitled to reject the Equipment/Material or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Supplier's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the Purchaser and/or Affect any rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the Supplier of his obligations under the Contract.

27.4 Goods/Equipment rejected by the Purchaser/Consultant shall be removed by the Supplier at his cost within 14 days of notice after repaying the amounts received against the Supply. Failure or any delays of Supplier for removal of Goods/Equipment, the Purchaser shall also be entitled to recover handling and storage charges @5% of the estimated value of such Goods for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months or as decided by the Purchaser, the Purchaser may take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The Supplier shall be liable to pay the Purchaser the handling & storage charges as mentioned above plus overhead charges @ 15% of sale value of such materials. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever.

27.5 In case of rejection of Equipment, Purchaser shall have the right to recover the amounts, if any, from any of Supplier's invoices pending with Purchaser or by alternative method(s).

28. TERMINATION OF CONTRACT

28.1 Termination for Default

28.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract, and
- (iii) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or any such period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

28.1.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause no. 28.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.1.3 In case of termination of Contract herein set forth (under clause 28) [except under conditions of Force Majeure (under clause 29)], the Purchaser is entitled to put Supplier on under Suspension and/or Holiday as per provisions of “Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices (Appendix-I)” and “Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant” of Tender Document (Appendix-II)”.

28.2 Termination for Insolvency

28.2.1 The Purchaser, may at any time, terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

28.3 Termination for Convenience including short-closure

28.3.1 The Purchaser may, by written notice/communication to the Supplier, may short-close/ terminate the Contract, in whole or part, at any time for his convenience. The notice/ communication to the Supplier shall specify that short-closure/termination is for the Purchaser’s convenience, the extent to which performance of work under the Contract is short-closed/terminated and the date upon which such short-closure/termination becomes effective.

28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice/communication of termination/short-closure shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:

- (i) to have any portion completed and delivered at the Contract terms and prices, and /or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28.4 Termination of Contract for Corrupt/Fraudulent/ Collusive/Coercive Practices and Non-Performance

If the Bidder/Supplier is found to have indulged in Corrupt/Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Supplier shall be banned for future business with GAIL. The detailed procedure for banning including suspension in this regard is attached as Appendix-I to this GCC.

Due to non- performance of the Supplier leading to termination of the Contract, the Supplier shall be put on suspension list and also on holiday list of Purchaser for a period mentioned in the detailed procedure. The detailed procedure for evaluation of performance in this regard is attached as Appendix-II to this GCC.

29. FORCE MAJEURE

29.1 Force Majeure shall mean and be limited to the following:

- (i) Act of terrorism;
- (ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (iii) Ionizing, 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;
- (iv) Pandemic, Epidemics, earthquakes, flood, natural fire/wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (v) Freight embargo, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than conditions mentioned above at sl. no. (i) to (v)) or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

Supplier shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the Supplier or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

Payment in case of termination due to Force Majeure

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/or services performed as at the date of the commencement of the relevant event of Force Majeure.

The Supplier has no entitlement and Purchaser has no liability for:

- (i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and
- (ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure.

30. DISPUTE RESOLUTION MECHANISM

30.1 Conciliation

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

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

30.2 Arbitration

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 30.2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 30.2.1 below or Institutionalized Arbitration as provided at Clause 30.2.2 below, the remaining clauses from 30.2.3 to 30.2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

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

OR

30.2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

30.2.3 The cost of arbitration proceedings shall be shared equally by the parties.

30.2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

30.2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

30.2.6 List of Excepted matters:

- (i) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- (ii) Dispute(s)/issue(s) relating to indulgence of Supplier/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.

30.2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:-Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

30.3 Governing Law and Jurisdiction:

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

30.4 Disputes between CPSE's/Government Department's/ Organizations

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no. 30.1 to 30.4 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned elsewhere in tender document.

30.5 Continuance of the Contract:

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

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

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

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

31. GOVERNING LANGUAGE

31.1 The Contract shall be written in English language as specified by the Purchaser/Consultant in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

31.2 The Supplier shall ensure that the language/terminology/description of Goods used in Purchase Order/Bill of Lading/Airway Bill/Invoice is verbatim in English and not at variance.

32. NOTICES

32.1 **TO THE SUPPLIER:** Any notice to be given to the Supplier may be served by the Purchaser/Consultant by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Supplier. Proof of issue of any such notice could be conclusive of the Supplier having been duly informed of all contents therein.

32.2 **TO THE PURCHASER/CONSULTANT:** Any notice to be given to the Purchaser/Consultant under the terms of the Contract may be served by the Supplier, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

32.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. TAXES & DUTIES

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the Purchaser. However, GST on finished products shall be reimbursed by Purchaser.

33.3 Customs duty payable in India for imported Goods ordered by Purchaser on foreign Supplier shall be borne and paid by Purchaser.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is upto the Bidder/Supplier to ascertain the amount of these taxes and to include them in his Bid price.

33.5 TDS

33.5.1 TDS as applicable will be deducted by GAIL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

33.5.2 Since GAIL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

33.5.3 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 filed 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 Rs. 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%

34. BOOKS & RECORDS

34.1 Supplier shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by Purchaser/Consultant or their authorized agents or representatives during the

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

terms of Contract until expiry of the Contract Performance Security. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. PERMITS & CERTIFICATES

35.1 Supplier shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Supplier further agrees to hold Purchaser and/or Consultant harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Purchaser will provide necessary permits for Supplier's personnel to undertake any work at Site in connection with Contract.

36. GENERAL

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the Purchaser owing to the Supplier's failure to adhere to any of the instructions given by the Purchaser/Consultant in connection with the Contract execution shall be recoverable from the Supplier.

36.3 Recovery of sums due

All costs, damages or expenses which the Purchaser/Consultant may have paid, for which under the Contract Supplier is liable, may be recovered by the Purchaser (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Supplier under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the sums due to the Supplier be not sufficient to recover the recoverable amount, the Supplier shall pay to the Purchaser, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the Purchaser

No sum paid on account by the Purchaser nor any extension of the date for completion granted by the Purchaser/Consultant shall affect or prejudice the rights of the Purchaser against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

36.5 Cut-off Dates

No claims or correspondence on claims on this Contract shall be entertained by the Purchaser/Consultant after 90 days after expiry of the Contract Performance Security (from the date of final extension, if any)

36.6: Indemnity

The Supplier hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified the Purchaser/GAIL and all its employees, agents and assigns from and against all losses, penalties interests, costs etc., which may arise out of breach of any terms and conditions of this Contract by the Supplier and the employees'

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

/personnel/sub-contractors/agents or any third party appointed by the Supplier for the purpose of implementation of their obligations under this Contract. The Supplier undertakes to compensate the Purchaser/GAIL forthwith on demand without protest any loss suffered by the Purchaser/GAIL together with direct/indirect expenses . This Indemnity shall remain valid and irrevocable for all claims of the Purchaser/GAIL arising from any such case or court case filed for which Purchaser/GAIL or its employees has been made party until now or here -in- after.

36.7 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

36.8 Retired Purchaser's Director

No Director of GAIL is allowed to participate in tender for a period of 1 (one) year after his retirement from the employment of GAIL, without the prior permission of GAIL. The Contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person and has not obtained the permission of GAIL before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

The tenderer is required to state whether he is a relative of any Director of GAIL, or whether the tenderer is a partnership firm, whether a Director of GAIL or its relative is a partner in the firm, or whether the tenderer is a Company, whether a Director of GAIL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company. The definition of relative shall be as per The Companies Act, 2013 and its amendment(s).

37. IMPORT LICENSE

37.1 No import license is required for the imports covered under this Contract.

38. FALL CLAUSE

The following Fall Clause shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

38.1 The price charged for the Goods supplied under the Contract by the Supplier shall in no event exceed the lowest price at which the Supplier or his agent/principal/dealer, as the case may be, sells the Goods of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the Contract.

38.2 If at any time during the said period, the Supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued the Purchase Order and the price payable under the Purchase Order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

(i) Export/Deemed Export by the Supplier or

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

- (ii) Sale of goods as original equipment prices lower than the price charged for normal replacement;
- (iii) Sale of goods such as drugs, which have expiry date;
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

38.3 The Supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

“I/We certify that there has been no reduction in sale price of the items/Goods/materials of description identical to those supplied to the GAIL under the order herein and such items/Goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the Contract whichever is later, at a price lower than the price charged to the GAIL under this Purchase Order”.

Such a certificate shall be obtained, except for quantity of items/Goods/materials categories under sub-clause (i), (ii) & (iii) of sub-para 38.2 above, of which details shall be furnished by the Supplier.

39. PUBLICITY & ADVERTISING

39.1 Supplier shall not without the written permission of Purchaser/Consultant make a reference to Purchaser/Consultant or any Company affiliated with Purchaser/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. REPEAT ORDER

40.1 Purchaser reserves the right, within 6 months of order to place repeat order up to 25% of the original quantity without any change in unit price or other terms and conditions.

41. LIMITATION OF LIABILITY

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent & trade mark or industrial design rights or willful misconduct or fraud, under the contract or otherwise shall be limited to 100% of value of Purchase order.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

42. COMPLETION CERTIFICATE AND EXECUTION CERTIFICATE

42.1 No Completion Certificate shall be issued against orders for supply of goods only. However, for these cases, a copy of Good Receipt (GR) duly signed by concerned Store-in-charge will be forwarded to the Supplier.

42.2 Completion Certificate, in case of Purchase Orders for supply of Goods along with associated/incidental Services (like erection, installation, commissioning etc.) should be issued after completion of supplies/services in accordance with Contract.

42.3 Completion of supplies, for issuance of completion certificate, shall be completion of supply and acceptance of Goods in all respect as per provisions of Contract.

42.4 **Application for Completion Certificate:** When the Supplier fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The Purchaser/Consultant shall normally issue to the Supplier the Completion Certificate within one month after receiving any application thereof from the Supplier after verifying from the completion documents and satisfying himself that the supplies have been made in accordance with and as set out in the Contract.

42.5 **Completion Certificate:** Within one month from receipt of application from Supplier after the completion of the Supplies in all respects as specified above at clause no. 42.4, the Supplier shall be furnished with a certificate by the Purchaser/Consultant such completion. Purchaser's/Consultant's certification about completion of supplies in all aspects shall be binding and conclusive.

42.6 **Execution Certificate:** Execution Certificate during currency of Rate contract can be issued by Purchaser/Consultant against written request from Supplier.

43.0 PROVISIONS FOR BUY-BACK ITEMS:

The following provision for Buy-Back shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

43.1 Old materials will be handed over to the Supplier in terms of the contract with proper documentation on "as is where is basis". The Supplier is required to take away such materials out of GAIL immediately after handing over to them.

43.2 The Supplier will not sell these materials to any Purchaser's employee without written permission of Purchaser/HR Department-Purchaser, to be obtained by the Purchaser employee(s). Even after such permission is obtained by employee(s), the Supplier is free to take decision whether to sell such item(s) to Purchaser employee(s) or not.

43.3 The Supplier will maintain a separate record for such sales to Purchaser employees and will make the same available as and when required by Purchaser.

43.4 The Supplier will accept payment only by Cheque/Demand Draft/e-banking (NEFT) for sale of old item(s) to GAIL employee(s).

43.5 The Supplier is required to take away the buy-back items out of GAIL premises at his cost within 14 days of notice. Failure or any delays of Supplier for removal of buy-back items, the Purchaser shall be entitled to recover handling and storage charges @5% of the buy-back value of such items for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months, the Purchaser will take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The buy-back amount deducted from payment and proceed of such action or

sale will be adjusted towards handling, storage and overhead charges of GAIL. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever. Further, such action shall be considered as poor-performance and action will be taken as per procedure in this regard.

44.0 CONFIDENTIALITY:

The Supplier, its Sub-Contractor 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 work / Project, this Contract, or Purchaser's business or operations without the prior consent of the Purchaser.

45.0 INTELLECTUAL PROPERTY RIGHT:

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

Subject to the confidentiality obligations, by signing the Contract, within the value of Contract, the Supplier shall be deemed to give to the Purchaser a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Supplier's documents for the operation, maintenance, repair of the Goods/Work / Plant, training and Statutory purposes, but not for any other purpose. Such documents of the Supplier shall not be used, copied or communicated to a third party by or on behalf of the Purchaser for the purposes other than those permitted, without the Supplier's Consent.

46.0 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Supplier 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 also enclosed as Appendix-I to this GCC.

Further, Bidder/Supplier accepts and solemnly affirms that they would adhere to the Fraud Prevention Policy of GAIL and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise the Owner/GAIL/Employer / Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. Concealment of facts regarding Bidder/Supplier's involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time. The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com).

47.0 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Appendix II to this GCC.

APPENDIX-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 “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/ Purchase Order.
- A3 “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 Purchaser/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/Service Provider” is herein after referred in this Appendix 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.

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

A.9 "Investigating Agency" shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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

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

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

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

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

(i). After execution of contract and during Defect Liability Period (DLP)/ Warranty/Guarantee Period:

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

Further, the CPS submitted by agency against such order (s)/ Contract (s) shall be forfeited.

(ii). After expiry of DLP/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such Agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an Agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as 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 when

- (i) Corporate Vigilance Department, GAIL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department, GAIL 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 shall 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 shall 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 shall also be communicated to the agency.

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 Bidder confirms/undertakes that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

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

1.0 GENERAL

A system for evaluation of Vendors/Suppliers/Contractors/ Consultants (*referred elsewhere as “Seller”*) and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Seller need to be closely monitored to ensure timely receipt of supplies, completion of an assignment or complete execution of order by Seller within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or Contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/Suppliers/Contractors/ Consultants associated with GAIL 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 (PRDS)

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 Seller would be computed and graded accordingly. The measurement of the performance of the Seller 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 Seller. Response of Seller would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

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

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to deduction 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 Seller 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 of Purchaser shall prepare a PRDS (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 Seller shall be examined. In case of satisfactory reply, PRDS 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 Years**
- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant

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

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

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 DELETED.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Seller in case of Operation and Maintenance shall be done immediately after execution of order/ Contract.
- ii) After execution of orders a PRDS (Format at Annexure-2) shall be prepared for Purchaser Orders by Site C&P and for Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated:

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 Seller shall be examined. In case of satisfactory reply, PRDS 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 Years**

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

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

(b) **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

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

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

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-

performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

(C) Where Performance rating is “FAIR”:

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

6.0 **REVIEW & RESTORATION OF SELLER 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 Seller is put on holiday due to quality, and new order is placed on bidder after restoration of Seller, such order will be properly monitored during execution stage by the concerned site.

7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Seller is put on Holiday, such Seller shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Seller 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/CPS 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 (unpriced bid), the bid submitted by the Seller shall be ignored.
 - 7.3.2 after opening Technical Bid but before opening the Price Bid, the Price Bid of the Seller shall not be opened and BG/EMD submitted by the Seller shall be returned to the party.
 - 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party 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 Seller on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Seller shall not be considered for putting on holiday list.

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL 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 equivalent government agency brings to the notice of GAIL that a Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants enclosed with the tender document.

GAIL (India) Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS)

- i) Project/Work Centre :
ii) Order/ Contract No. & date :
iii) Brief description of Items :
Works
iv) Order/Contract value (Rs.) :
v) Name of Vendor/Supplier/ :
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				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

**Delivery Period/
Completion Schedule**

Delay in Weeks

Marks

a) Upto 3 months

Before CDD

40

Delay upto 4 weeks

35

” 8 weeks

30

PROCUREMENT OF CCTV SYSTEM AT GAIL JHABUA

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

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:

40 marks

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Supplier 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 O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks
**Delivery Period/
Completion Schedule**
Delay in Weeks
Marks

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

APPENDIX-III

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “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 (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the “GAIL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor shall pay a sum of Rs.[or currency of Contract] _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (India) Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse or reference to the contractor to GAIL in such manner and at time, 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 or dissolution or changes of constitution or insolvency of the said supplier/contractor or any change in the legal constitution of the Bank or of GAIL 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 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 bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor 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. _____ (contractor) 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 and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor'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 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 to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

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 / guarantee 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 03 months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. 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. The Bank Guarantee by Bidders will be given from bank as specified in Tender.

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. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.
5. In case claim period is not mentioned or same date is mentioned against validity and claim period, then the date of validity of BG shall be considered as three months prior to such date.
6. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security

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

1	BANK GUARANTEE NO	:			
2	VENDOR NAME / VENDOR CODE	:	NAME		
			VENDOR CODE		
3	BANK GUARANTEE AMOUNT	:			

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

SECTION-V

SPECIAL CONDITIONS

OF CONTRACT [SCC]

SPECIAL CONDITIONS OF CONTRACT [SCC]

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following special terms and conditions of contract shall supplement the general conditions of contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. The Vendor is deemed to have understood the scope of work and the requirement of GAIL. In case of any doubt the vendor may visit the site before submission of the offer.
2. The Vendor shall be equipped with all the requisites as deemed necessary for installation & commissioning of the job. The permission for excavation and work at height etc are to be arranged by vendor in advance. Necessary tools etc are to be arranged by the vendor for the following work.
3. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final, conclusive and binding on the contractor.
4. The work is subjected to inspection at all times by the Engineer-in-charge (EIC)/Site-in-Charge (SIC). The vendor shall carry out all instructions given by him or his representatives during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practices during the performance of the work.
5. Any work not conforming to GAIL's requirement, specifications codes or standard engineering practices shall be rejected forthwith and the vendor shall carry out the rectification at his own cost.
6. Inspection and acceptance of the work shall not relieve the vendor from any of his responsibilities under this contract.
7. Vendor shall ensure that for all the items supplied in the contract, support services shall be available from the OEM to provide back-up engineering, maintenance and spare part for a period of minimum 02 years (Warranty).

In case, if vendor is unable to service/repair any item due to unavailability of OEM support then vendor shall replace the item with different new item but satisfying all the technical specifications as per tender. No extra charges will be borne by GAIL for replacement & Vendor shall arrange for replacement at their own cost.

8. **Duration of Contract:** Total period of contract for this work shall be as under, to be reckoned from the date of issue of letter of award/FOI/LOI/PO.

8.1. Supply, Installation, Testing & Commissioning of CCTV System:

Supply, Installation, Testing, and Commissioning of all CCTV Clients, CCTV cameras and associated items as per Scope of Work including spares (including supply and laying of OFC And Electrical Cables) shall be done & handed over to GAIL after their successful SAT (Site Acceptance Test), Test/Trial run within Eight Months from the date issue of award/FOI/LOI/PO. The trial run period of 15 days is also included in the period of eight months. Failure to comply the same, PRS as per GCC will be applicable.

8.2. Warranty Period:

System shall be under warranty for a period of 02 years from the date of acceptance protocol (signed by EIC and contractor).

9. Non-Performance deductions (penalty) during warranty period.

9.1. Whenever any equipment/system failure occurs, the same shall be reported / logged with the vendor by GAIL through phone/email. The fault reported / logged from 8PM to 7AM shall be considered reported / logged at 7AM on next date.

9.2. During the warranty period, the Vendor shall use his own instrument, spares, man-hour, communication facilities, hardware, software, materials, etc. for the rectification of any problem.

9.3. The “turnaround time” for the rectification of the problem shall not exceed 72 hours for Major fault & 48 hours for Critical fault. (Turnaround time: From the time of placement of first service call to Vendor’s representative until the system is restored fully to the satisfaction of the Owner.)

9.4. If the problem does not get resolved within 72 hours of Major fault & 48 hours of critical fault, then penalty shall be levied as per following table depending upon category of problem:

S.N.	Problem Category	Amount (INR) Per hour
1	Major – per Camera / switch	10
2	Critical – per Camera / switch	20
3	Major – per Client Workstation	20
4	Critical – per Client Workstation	30
5	Major-NAS/Server	50
6	Critical-NAS/Server	80

*Critical & Major as per following definition:

All faults/problems are prioritized into Three (3) severity categories:

- Critical –When Service outage occurs. It is the highest level of problem. The vendor shall diagnose the issue on top priority& will get it resolved at the earliest.
- Major – Loss of protection path, fault of redundant unit (the service is not affected; only the protection / redundancy is not available). The vendor shall provide solution within Stipulated Resolution time.

- Minor – All other problems and issues not covered in previous categories

9.5. Above penalty figures are for one no. of equipment. If multiple equipment failure occurs, then the penalty for each individual equipment will be calculated & added for calculating total quarterly penalty.

9.6. The total penalty during warranty period (2 years) shall not exceed 10% of the total amount (Supply, installation & Commissioning-corresponding to Value of A.1 in SOR)SITC.

9.7. However, penalty for non-availability for service engineer will be additional to deductions for non-performance Remaining amount of penalty (if any) shall be adjusted against future bill/ CPS/ SD.

9.8. The vendor has to ensure Preventive Maintenance of the CCTV system, in case if preventive maintenance is not done by vendor's engineer for any quarter in warranty period then no payment shall be made for respective quarter.

9.9. Penalty figure mentioned in clause 9 are excluding taxes.

Ex: If Quarterly Warranty value is INR 200 plus GST and total quarterly penalty is INR 15 according to clause 9 of SCC. Then invoice shall be raised for INR 185 plus GST or credit note shall be raised for difference amount i.e. INR 15 plus GST. Similarly, credit note shall be issued by the vendor at the end of warranty period for releasing the payment in clause 1

10. Warranty:

10.1 All manufacturers' warranties & guaranties for the equipment supplied by the contractor shall be passed on to the owner.

10.2 Client workstation, CCTV cameras, Switches, Server ,NAS/SAN storage and all other associated items supplied shall have warranty for a period of twenty-four (24) months from the date of signing of acceptance protocol. If during this period any defect occurs, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement shall attract non-performance deduction as per clause 9 of SCC and may also result in the forfeiture of security deposit / bank guarantee.

10.3 The warranty has to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied items (indicating

their serial numbers) are covered under OEM warranty for the desired period. In absence of documentary evidence, the signing of acceptance protocol shall not take place.

- The complete CCTV System & associated items shall have warranty for a period of twenty four (24) months from the date of handing over to the Owner on turnkey basis after successful installation, testing & commissioning, site acceptance test and test/trial run as per warranty procedure mentioned in Scope of Work of Tender document. If during this period any defect occurs, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.
- Zero Date for the Warranty will start only after successful completion of work and signing of Acceptance Protocol by bidder's representative and EIC.
- The warranty has to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied H/w items (indicating their serial numbers) are covered under OEM warranty for the desired period.
- The items supplied in this order may be transferred to other GAIL locations in future as per the requirement. The Warranty shall be extended at the new locations also.
The warranty shall be extended anywhere in India.

The system shall be guaranteed to give specified performance for a period of **24 (twenty-four)** months from the date of acceptance after **SUCCESSFUL TEST RUN** of the system by the owner. This warranty shall survive inspection of goods and acceptance of the system.

11 Terms of Payment:

11.1 Payment for value Supply item & Installation charges as per SOR:

- 11.1.1 65% of total value of (Supply, ~~installation & Commissioning~~ corresponding to Value of A.1 in SOR) item on receipt & acceptance of material after submission of materials as per Annexure E. Following documents for the release of the payment :
 - (a) Jointly signed Physical Inspection Report by Owner & supplier against the supply of material as per SOR.
 - (b) Inspection release note issued by Engineer-in-charge (EIC).
- 11.1.2 FAT, PDI, quality test reports & Test certificate by Supplier
- 11.1.3 **65 % of Installation & Commissioning**, 25% of total value (Supply, installation & Commissioning corresponding to Value of A.1 in SOR), after deducting PRS as per GCC (if any), on installation, commissioning & site acceptance test, test/trial Run, acceptance of the system & signing of the Acceptance Protocol showing the Warranty starting date for the supplied systems.
- 11.1.4 10% of total value (Supply, installation & Commissioning corresponding to Value of A.1 in SOR), after deducting PRS as per GCC (if any), to be paid on completion of warranty period (Two Years from the date of Final Acceptance) after adjustment of non-performance deduction, if any, as per clause 9 of SCC. Vendor shall provide credit note for the deductions along with the Bill presented .

11.1.5 Vendor shall provide credit note for the deductions along with the Bill presented .

12.0 DLP (Defect Liability period) will be three months after the end of Warranty period

i.e Three Months after 02 Years from the date of final acceptance (the date of start of Warranty period).

13.0 ~~CONTRACT PERFORMANCE SECURITY CPBG/SD/BG~~

~~—————The Contractor shall submit a Bank Guarantee/DD from a nationalized bank for a sum
—————equal to a fixed percentage (as mentioned in GCC) of the accepted value of the tender
—————for SITC (Supply, Installation, testing & commissioning) of CCTV system as Security
—————Deposit with GAIL which will be refunded three months after completion of Warranty
—————period. The Security Deposit (as mentioned above) is to be submitted within 15 days of
—————award of the work.~~

14 PRICE REDUCTION SCEHDULE (PRS):

PRS for delay in SITC (till the commencement of Warranty period) will be applicable as per GCC. Penalty (as applicable) during Warranty will be applicable .

15.0 Supply Schedule & Execution Plan

15.1 Contractor should submit the Schedule of supply (like supply and laying of OFC and Electrical Cables, Placement of order to OEM for CCTV camera, Storage & server, Collection of material, FAT schedule, PDI schedule & supply of material at respective maintenance) & its verification at maintenance base w.r.t. Tender's terms & conditions in the presence of Qualified Engineer from contractor after the award of contract.

15.2 Contractor should submit the detailed Execution plan (like SAT schedule, Site survey, Schedule w.r.t installation & commissioning, testing & trial run at respective maintenance base) along with the confirmation regarding line-up with respective vendors of OEM so that installation & commissioning can be done within stipulated time.

16.0 Additional necessary condition for Consideration of Bids are as followed

Offered Products:

1. Servers
2. Storages

3. Switches
4. Cameras
5. VMS

Should be registered in the name of the GAIL (India) Limited. Bidder will have to submit the relevant documents and authorizations from OEM regarding the registrations of the above mentioned products in the name of GAIL India Limited. The authorizations from OEMs should also be back lined up for the support and validity of its Life of the Products for next 5 Years (from the date of issuance).

17.0 HSE and Insurance:

The contractor shall follow all statutory requirements given by state and/or local municipal bodies enforced from time to time in respect of health of workers and environment of work places and the areas affected by factories/workshops. In addition, contractor shall also follow all safety rules & regulation at all work places. The bidder shall ensure insurance cover to his men, material, machinery and equipment. The GAIL shall not be liable to any claim for accident/loss/theft during execution of work or during the transportation/ stay or at any point of time during contract period or during the defect liability period, if any.

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

17.1 SCOPE:

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

17.2 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- a. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- b. The Contractor shall ensure that the GAIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- c. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- d. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by GAIL / external agency authorized by GAIL, shall be complied by Contractor and its report to be submitted to GAIL.
- e. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, GAIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with GAIL.
- f. All fatal accidents and other personnel accidents shall be investigated for root cause by GAIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- g. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- h. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

- i. All equipment should be tested and certified for its capacity before use.
- j. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- k. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of GAIL.
- l. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- m. Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- n. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by GAIL. EIC is empowered to impose punitive fines on contractor for repetitive violation of safety rules & regulation of GAIL.

17.3 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

18.0 GUIDELINES FOR IMPOSITION OF PUNITIVE FINES

18.1 Punitive fines on contractors are imposed for repetitive violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

Guidelines for imposition are described below:-

- 1) For first time violation of safety rules & regulation by any contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of work center and EIC.
- 2) In case of second time violation of safety rules & regulations by same contractor, OIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 3) In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.10,000/- and in multiple of Rs.10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.

This will be in addition to that mentioned in clause 8.0 of SCC as mentioned above.

Annexure-G-VII

INDEMNITY BOND

WHEREAS GAIL(India) Limited (hereinafter referred to as GAIL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with ‘**name of the contractor**’ Incorporated (hereinafter referred to as the (‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for “**NAME OF THE CONTRACT**” -- -- **for a period of-----**” and on the terms and conditions as set out, inter-alia in the Work Order No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GAIL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labours / vendors/ sub- contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GAIL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to GAIL forthwith, on demand, without protest the loss suffered by GAIL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with GAIL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of GAIL arising from any such contract/case for which GAIL has been made party until now or here-in- after.

- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

Annexure-G-VIII

UNDER TAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of contract workers as per the tender conditions.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed GAIL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....

Name of Bidder.....

PART -B

1. GENERAL INFORMATION

The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the sub-divisions of the Tender Documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.

2. SITE-INFORMATION/SITE-VISIT

- 2.1. It is understood that before quoting the 'rates/prices', the bidder has visited the work-site and has acquainted himself fully with the nature and quantum of job/work to be carried out by him in case of award of Contract – ignorance of this will not be considered after award of Contract. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered under "Specifications & Scope of Work".
- 2.2. GAIL Jhabua is situated at a distance of approximately 150 KM from Indore and 185km from Vadodara, on NH-59. It is understood that before quoting the rates; the bidder has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him. Ignorance of this will not be considered after award of work. The contractor will be responsible to complete the entire job in all respects and any of the work necessary to complete job though specifically not covered in the Scope of Work.

3. TIME FOR MOBILIZATION:

- 3.1. The contractor has to mobilize his requisite personnel / resources / tools & tackles sufficiently in order to undertake the work. The time period for mobilization for starting the job will be 07 days from the date of LOI/LOA whichever is earlier.

OR

As per schedule provided by the EIC for regular visits.

OR

As per the clause for the duration of the Contract.

- 3.2. All expenses towards mobilization at site and demobilization of equipment, service providers, materials, dismantling the contractor's equipment's, clearing the site etc. shall be deemed included in the prices quoted and no separate payment because of such expenses shall be entertained. No additional payment will be made for the multiple mobilizations.

4. **MOBILISATION ADVANCE :**

- 4.1. No mobilization advance shall be allowed under this contract.

5. **CONTRACT PERIOD:**

As detailed in the clause for the Duration of the Contract.

6. **CONTRACT VALUE:**

The 'Contract Value' shall be as per the 'quoted/accepted rates' in the "SOR", inclusive of all taxes & GST as applicable, duties, levies, statutory payments, license fees, etc. imposed by the concerned governments. The value of work under this contract shall be as per attached schedule of rates, minimum value of work is not guaranteed. Quantities shown in schedule of rates are only indicative and the same may be subjected to wide variation in both ways. Contractor shall not seek any revision in rates quoted on account of any such variation in the quantity.

7. **LODGING, BOARDING, CONVEYANCE CHARGES ETC.:**

The contractor shall arrange at his own cost, make his own arrangement for lodging, boarding, transport, conveyance etc. of its workers/staff/technicians etc. deputed for the work. GAIL shall have no responsibility in this respect.

8. **WORK SPECIFICATIONS AND STANDARDS:**

All the specifications for the work shall be as per "Scope of Work & Technical Specifications" & "SOR", which are self-explanatory. However, wherever required, the decision of the "EIC" shall be final and binding on the Contractor.

9. **ABNORMALLY HIGH RATE ITEMS [AHR items]**

In the contract, where the quoted rates of any items(s) exceeds by 50% of GAIL's estimates rates, then such items will be considered as " Abnormally High Rated items", and payment of AHR items beyond their SOR quantities shall be made at the least of the following rates: -

- i) Rates as per SOR quoted by the contractor.
- ii) Rate of items which shall be derived as follows: -
 - a) Based on rate of machines and labor as available from the contract (which includes supervision, profit, overhead and other expenses.)
 - b) In case rates are not available in the contract, then the rates will be calculated based on the prevailing market rate plus 15% to cover contractor's profit, overhead & other expenses.

10. **TERMS OF PAYMENT**

- 10.1. No advance payment shall be made for any job.

- 10.2. Payment will be released through electronic mode (e-banking) through bank and accordingly Bidder to provide details account No. and Branch Code in the prescribed format.
- 10.3. Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].
- 10.4. **PAYMENT THROUGH E-MEASUREMENT & E-BILLING MODULE:** GAIL has introduced E-Measurement & E-Billing Module for the processing of Bills & all the Bills shall be processed through this module only. Measurement shall be recorded as per the methods of E-measurement & E-Billing. All the works in progress shall be jointly measured by the representative of GAIL and contractor and shall be recorded in measurement book by EIC or his authorized representative.
- 10.5 **JOINT MEASUREMENT OF WORK EXECUTED:** The responsibility for checking the measurements as recorded in the Measurement Books/Bills shall be as under:
- a) Site-in-charge/Site Engineer will check 100% measurements of executed work.
 - b) EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site engineer is not available, EIC will check 100% measurements of executed work.
 - c) An officer in the department at least one level above EIC but up to E-7 level, will check measurements equivalent to or more than 5% of bill value. In case, above-mentioned higher-level officer is EIC, then he will check measurements of 20% of bill value.
 - d) Measurement of works will be based on the actual work done basis as per SOR. Measurement will be made in the units indicated in schedule of rates. Jobs performed against any SOR item will be deemed for completion only upon completing the job in all aspects in totality and to the satisfaction of GAIL. Measurement shall be recorded as per the methods of measurement spelt out in Specifications/Contract Documents.
 - e) In case of service/consultancy contract which are generally not meant to create any new physical asset/work, the measurement checks after receipt of bills as mentioned herein above should be done on the basis of document specified in the contract in absence of any physical evidence for checking. However, in service contract if there is some supply of materials or some other physical evidence for checking of measurement, then the normal provision of test check measurement will be applicable.
- 10.5. Measurement of works will be based on the actual work done basis as per SOR. Measurement will be made in the units indicated in schedule of rates. Jobs performed against any SOR item will be deemed for completion only upon completing the job in all aspects in totality and to the satisfaction of GAIL. Measurement shall be recorded as per the methods of measurement spelt out in Specifications/Contract Documents.
11. **DEFECT LIABILITY PERIOD [DLP]**
The "Defect Liability Period [DLP]" for the work under the Contract shall be "Three [3] months" from the date of completion of work as certified by "EIC" in the "Completion Certificate". Any defect or damage discovered / observed in the work done / material supplied by the Contractor within this period due to poor workmanship / material shall be rectified / replaced by the Contractor free-of-cost, or in case of default GAIL may get the same rectified / replaced by other agency and the expenses so incurred shall be deducted from the Contractor's Bills / Security Deposit for which the Certificate of "EIC" shall be final and binding.
12. **ENGINEER-IN-CHARGE(EIC)**
- 12.1. "HOD [GAILTEL]" shall nominate the "EIC" for the work(s) or part of works under the contract.
- 12.2. The "EIC" shall look after general supervision and direction of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which do not confirm to the scope of work & specifications.

- 12.3. The “EIC” reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the “EIC” whose decision shall be final.

13. PRICE REDUCTION SCHEDULE (PRS)

- 13.1. Time is the essence of the Contract. In case the Service Provider/Vendor fails to mobilize / deploy the required manpower and the complete equipment so as to commence the Services /job execution within Mobilization Period and complete the Services & required job along with SITC within the stipulated period, then, unless such failure is due to Force Majeure as defined in GCC 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 /vendor / 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/vendor.
- 13.2. 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/vendor
- 13.3. and the said amount will be adjusted for the amount payable to the Service Provider/vendor, without there being any proof of the actual loss or damages having been caused by such delay/breach.
- 13.4. 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.
- 13.5. As mentioned above, in case of delay in execution of Contract, Service Provider/vendor will raise invoice for reduced value as per Price Reduction Clause. If Service Provider/vendor has raised the invoice for full value, then Service Provider/vendor will issue Credit Note towards the applicable Price Reduction Schedule amount.
- 13.6. In case Service Provider/vendor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GAIL will release the payment to Service Provider/vendor after effecting the Price Reduction Schedule clause.
- 13.7. In the event any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider/vendor.

14. SUB-LETTING OF CONTRACT:

Neither any part of contract, nor any share or interest therein, in any manner or extent. Will be transferred or assigned or sub-let, directly or indirectly, to any person/firm/Organization.

15. SUPERVISION OF WORK:

- 15.1. It is mandatory to depute minimum one qualified, experienced, person at site for all working days as per GAIL's declared working days. The person should be able to manage not only shifts (non-breakable shift arrangements) but also supervise site activities while executing job at site, guide his deputed personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. Supervisor has to manage issuance of regular interval gate pass and shift rota. No extra payment shall be made for deployment of such person.
- 15.2. All the personnel engaged by the contractor shall report to the Contractor's supervisor daily for allocation of job.
- 15.3. Supervisor must be capable to arrange crews in case of emergency, immediately at site.
- 15.4. Supervisor must be available for communication on 24 X 7 basis.

16. RESPONSIBILITIES OF CONTRACTOR:

- 16.1. The items and quantities mentioned in the SOR are tentative which may vary as per requirement of GAIL. Scope of work not only includes the item mentioned in the SOR but also any other job, which is essential for the completion of the job.
- 16.2. The contract work persons deployed by the CONTRACTOR for providing operational assistance services at compressor station shall have to have suitable qualified with requisite experience for performing the job with perfection and ease ~~minimum qualification/ experience as detailed under each work item, the minimum qualification~~. This is essential from safety point of view for the personnel of the contractor as well as for the installation. However, the decision of ENGINEER-IN-CHARGE shall be final in this regard.
- 16.3. All the jobs mentioned under SOR shall be carried out as per the work procedure, documentation, recommendations of the manufacturer and as per guidelines/direction of Engineer in charge or his authorized representative to CONTRACTOR's high skilled persons from time to time. In general, the work performed by the CONTRACTOR shall confirm to relevant standard and good engineering practice.
- 16.4. CONTRACTOR has to ensure the safety of men and machine all the times. Damage to equipment's due to bad workmanship/negligence in operation will be recovered as per the decision of ENGINEER-IN-CHARGE which will be final.
- 16.5. The CONTRACTOR shall make his own arrangement to provide all facilities to his staff like boarding, lodging, essential facilities etc.
- 16.6. The CONTRACTOR shall ensure that the equipment to be attended for operations carefully without damaging to any part/parts etc. However, if there is any such damage before operation of the equipment, the same is to be shown to the Engineer who is supervising the job.
- 16.7. All ladders, Safety-belts are to be securely fixed to avoid slipping or falling while working at heights.
- 16.8. Carrying/striking of matches, lighters or smoking or other such acts which may cause fire hazards in the terminal/installations is strictly prohibited.
- 16.9. The work executed shall be to the satisfaction of ENGINEER-IN-CHARGE and CONTRACTOR rates shall include for any incidental and contingent works although not specifically mentioned in the contract but are necessary for its completion in an efficient and effective manner.
- 16.10. All personnel of the CONTRACTOR entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including worksites.
- 16.11. The CONTRACTOR shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined (at least once in each year) his employees/workers through a Govt. doctor/ Registered practitioner and produce the fitness certificate before deployment.
- 16.12. At the appointed date, place and hours, the CONTRACTOR shall make available persons to be engaged.
- 16.13. The CONTRACTOR shall maintain proper record of his employee's attendance and payment made to them such records shall be made available for inspection, audit and any statutory requirement purpose.
- 16.14. CONTRACTOR shall issue an identity card to its/his personnel to be deployed for carrying out the awarded job.
- 16.15. No employee or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change/replace him failing which GAIL may terminate the contract.
- 16.16. The CONTRACTOR will strictly adhere to all the rules and regulations prevailing and applicable from time to time at the installations as directed by GAIL.

17. HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

a. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' required to be complied by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

b. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- i. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
 - ii. The Contractor shall ensure that the GAIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
 - iii. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
 - iv. Non-conformance of 'HSE' by Contractor as brought out during review/audit by GAIL / external agency authorized by GAIL shall be complied by Contractor and its report to be submitted to GAIL. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of noncompliance of continuous failure in implementation of any of the 'HSE' provisions, GAIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with the GAIL.
 - v. All fatal accidents and other personnel accidents shall be investigated for root cause by GAIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
 - vi. Contractor shall ensure that all their staffs and workers, shall wear 'Personal Protective Equipment's [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
 - vii. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
 - viii. All equipment's should be tested and certified for its capacity before use.
 - ix. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
 - x. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of GAIL.
 - xi. Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- c. Guidelines for Imposition of Punitive Fines:** Punitive fines on contractors are imposed for repetitive violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site. Proposed guidelines for imposition are described below:
- i. For first time violation of safety rules & regulation by any contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of Work Centre and EIC/SIC.

- ii. In case of second time violation of safety rules & regulations by same contractor, OIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC/SIC and HOD (F&S). A warning letter will also be issued by EIC/SIC to contractor.
- iii. In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be ₹10,000/- and in multiple of ₹10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.
- iv. This practice of punitive fines is being implemented across all GAIL sites on those contracts having value of minimum ₹10 Lakhs

18. Evaluation Methodology

The Contractor has to quote for entire line items as mentioned in SOR, if any bidder is not quoting any line item, then bid of the bidder shall be rejected. The L-1 bidder shall be decided on overall basis considering all the line items.

Annexure-II

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GAIL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GAIL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GAIL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs. 7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex gratia (made on yearly basis) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in work contract.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ *Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965*.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)**: Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. *As per the Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965/Negotiable Instrument Act 1881/Shops & Establishment Act (as applicable)*: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GAIL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).**

- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the “International Workers” and must register on the **International Worker Portal of EPFO**.

4. The Employees’ State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees’ State Insurance Corporation (ESIC) as required under the Employees’ State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees’ Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees’ Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability under Employee’s Compensation Act, 1923** along with **Medi-claim along with Mediclaim Floater Policy with a coverage of Rs 3 Lakh per resources covering his/her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs (covering death, permanent disability + partial disability)** per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GAIL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be

made in cash in the presence of the Engineer-in-charge / authorized representative of GAIL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.

- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, it shall be **treated as FAILURE and action as per the provision of General Conditions of contract shall be taken**. Further GAIL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

Annexure-III

STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.

3. The Contractor shall indemnify GAIL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GAIL.
4. The Contractor shall also indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** and above age of **60 years** shall be deployed by the contractor for the execution of the contract. In case of Security and Fire & Safety services, no resource below the age of 18 years shall be deployed by the contractor for the execution of contract. However, in view of nature of business operation and nature of business duty, for efficacy and efficiency purpose, resources will be deployed upto the age of 58 years. However the age limit can be relaxed for a further period of two years upto the age of 60 years if the contract worker is competent, efficient and medically fit i.e physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness certificate, to this effect, against such contract workers if deployed beyond 58 years.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records. Appointed supervisor should report every day to EIC for review of the jobs and services, failing which shall attract penalties as indicated in the deficiencies and penalties section.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GAIL while at the site/work. All existing and amended safety / fire rules of GAIL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / GAIL's Doctor.

13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of GAIL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in GAIL** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GAIL or at a place **within a radius of three kilometers**.
17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of GAIL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GAIL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GAIL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GAIL and has come to the notice of GAIL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GAIL.

22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
23. The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge periodically.
24. The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal periodically.

Annexure-IV

STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima

Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The contractor shall submit evidence/proof to GAIL in this respect. Both the schemes are to be regulated continuously on yearly basis and same should be renewed on each successive relevant date in subsequent years during the period of contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GAIL.

3. Pradhan Mantri Rojgar Protsahan Yojana (PMRPY)/Aatmanirbhar Bharat Rojgar Yojana(ABRY)/Pradhan Mantri Garib Kalyan Yojana – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme Aatmanirbhar Bharat Rojgar Yojana(ABRY)/Pradhan Mantri Garib Kalyan Yojana(as applicable).In service contracts,the Contractor shall inform GAIL/Engineer IN Charge about the benefits availed ,if any against the schemes for adjustment against the invoices(s)/bill(s)

Annexure-V

STANDARD CONDITIONS OF SCC: PART V

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017

- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:
- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
 - b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
 - c) Register of Loan / Recoveries in FORM C
 - d) Attendance Register in FORM D
 - e) Register of rest/leave/leave wages in FORM E
 - f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
 - g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.
- viii. Copy of registration under the Building and Other construction workers (RE & CS) Act, 1996 in case the contractor employs ten or more building workers in any building or other construction work.

b) At the time of submission of monthly bills

- ii. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- iii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by authorized representative of the Contractor and authorised person in GAIL certifying as “*Certified that the amount shown in the column No. --- has been paid to the workman concerned in my presence*”

on-----*(date)* at -----*(place)*” along with **copy of bank statement** duly certified by bank and a copy of online transactions statement against each resource with details of name,account number,amount paid & date of payment as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**

- iv. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the ***Separate eChallans / ECR***, bank receipts/bank statement in respect of resources deployed in GAIL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- v. Dully filled in details as per ***Annexure- i***
- vi. Copy of Wage Slips in FORM XIX
- vii. **Proof of deposit of cess under The building and other Construction Workers Welfare Cess Act 1996,(if applicable)**

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GAIL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure-ii.**
- ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. **Proof towards PF KYC compliance of contract workers.**
- x. **Proof of deposit of total Cess under the Building and Other Construction Workers’s Welfare Cess Act,1996, (if applicable) with final assessment from respective Cess Collector(s)**

4. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GAIL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GAIL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

SECTION-VI

TECHNICAL SPECIFICATIONS

&

SCOPE OF WORK (SOW)

SCOPE OF WORK (SOW) & TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION

GAIL (India) Limited, A Govt. of India Undertaking under the Ministry of Petroleum & Natural Gas, is having business in diversified areas such as transportation of natural gas through pipeline, production of LPG & petrochemical products etc.

The site, Jhabua Compressor Station, is in Jhabua District, M.P. The site is on Indore-Ahmedabad Highway and around 180km from Vadodara, 150km from Indore, 235km from Ahmedabad. It is connected to Delhi and Mumbai through Meghnagar rail station, around 22km from site.

2.0 DETAILED SCOPE OF WORK

The Vendors scope of work defined in this document shall be on turnkey basis, and shall include but not be limited to the following:

Site Survey, project management, system design, detailed engineering, manufacture/procurement and supply of all related goods and providing all related services including design/engineering, installation, testing, integration, commissioning, OFC cable splicing, Cable termination, test run, documentation, warranty, training, etc. complete in all respect for implementation of CCTV systems at GAIL Plant. The detailed scope of work & supply shall include but not limited to the following:

2.1 SITE SURVEY, SYSTEM DESIGN & ENGINEERING:

The vendor shall be fully responsible for detailed design/engineering of the supplied CCTV systems (the envisaged CCTV system includes the CCTV Cameras, its Storage, Client machine with Monitor, Network Components, Ethernet Switches, Media Converters, Patch cords, networking cables/connectors etc. as a minimum). Under design & engineering, the vendor shall consider required Configuration of CCTV system, Technical Specifications & requirement of tender document as a minimum. For design & engineering of the system, the bidder / vendor is **advised** to take up the site survey activity. Vendor shall visit the site & take a note about the scope of work including digging, laying of OFC & power cable, & any other Civil works for the successful implementation of CCTV system. The path & space for the system & OFC/power cable shall be provided by GAIL.

The Equipment/System design, in the form of DBM / FDS, has to be approved by GAIL before actual manufacturing/supply of the equipment. The DBM / FDS shall include details BoQ, design basis for each & every components of the system, technical brochures / literature for all systems / subsystems under supply, integration plan, detailed space & power requirement, rack diagram, system availability calculations etc. as a minimum.

The Area under surveillance shall be monitored and controlled from 'Designated Locations' for CCTV monitoring through workstations and Mouse Control. The System should facilitate viewing of live and recorded images and controlling of all cameras by the authorized users present in the Network

All the Camera, Servers, NAS, Client Workstations or any other system should be provided with software along-with its license, to view and control the cameras and retrieve the recorded video images from the CAMERA SERVER/ SAN / NAS / RAID BACKUP DEVICE (Storage) device seamlessly. Web view of cameras shall also be supported by the system with security consideration.

2.2 SUPPLY AND STORAGE OF EQUIPMENT:

This shall include but not limited to supply and storage of equipment and all other items required for installation and commissioning of the systems/equipment's including the following:

2.2.1 Transportation of system/equipment and all other components from locations of manufacturing to the locations of installation.

2.2.2 Storage during transit, transit insurance & storage/ warehousing as required till the delivery of the materials at respective locations.

2.2.3 Statutory clearances including clearances of customs, excise, octroi, entry tax and others, as required for all the supplied items.

2.2.4 All the items supplied as per SOR must be capable of maintaining its guaranteed performance when operating continuously round the clock 24X7 all the year round. General Technical specifications are mentioned in Annexure B.

2.2.5 The specifications of the material supplied is detailed in **ANNEXURE-B** in the tender document. The materials, scope of services as mentioned in the Annexure- B. In order to complete the project additional material (including patch cords, pigtails LAN cables et al) and additional services if required will be in the scope of the vendor and GAIL shall make no extra payments for the same in addition to that as mentioned in SOR.

2.3 QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

2.3.1 This shall include but not limited to preparation of detailed quality assurance program, quality control parameters for implementation methodology covering schedule of supply, installation, testing and commissioning.

2.3.2 GAIL shall carry out Factory Acceptance Test (FAT) for the offered system/equipment. Vendor shall make necessary arrangement for the testing of the same in presence of Owner's representatives before the dispatch of materials to the sites. Subsequently, vendor shall take up the installation and commissioning of the equipment / system at site.

2.3.3 Upon successful completion of installation of the equipment's / systems at site, Site Acceptance Tests (SAT) shall be undertaken. SAT plan shall be proposed by vendor and approved by the EIC. After successful completion of SAT of all CCTV System including CCTV servers, CCTV cameras, Client Workstation & associates equipment's/items, Test run shall be conducted.

2.3.4 For FAT, SAT & Test Run, vendor shall adhere to the instructions as specified under "Inspection & Testing Guidelines" mentioned below.

2.3.4.1 INSPECTIONS AND TESTING GUIDELINES:

(i) TEST PLAN:

For all types of inspection & testing under FAT, SAT & Test Run vendor shall prepare and submit Test Procedures & Plans to GAIL for their approval. The Test plans & procedures need to be submitted, 7 working days in advance before the commencement of actual testing. The procedures/plans shall include time schedule for the tests, purpose/objective of test, identification of test inputs, test procedure and details of desired output, a column for actual value obtained during the tests and remarks on test result.

(ii) TEST REPORT:

The observations and tests results obtained during various tests shall be compiled and documented to produce Test reports by the Vendor and validated by GAIL EIC. The Test reports shall be prepared & submitted for each equipment/ item and the system. The report shall contain the following information as a minimum:

- Unit/Equipment under Test
- Test conducted.
- Test procedures.
- Test results.
- Remarks & comparison of tests results with the anticipated test result as given in test plans and reasons for deviations if any.

(iii) GAIL and/ or third party/agency (appointed by GAIL), reserve the right to inspect and test each equipment at site during the installation & after commissioning of the system. The inspection and testing shall include components, sub-assemblies, produced units for verifying and testing their guaranteed performance & specifications.

(iv) All the essential and required test equipment and consumables for proper testing of the material shall be provided by the contractor without any addition financial implication to GAIL.

(v) It shall be explicitly understood that under no circumstances any approval of GAIL or his representative shall relieve the vendor from his responsibility for material design, quality assurance and the guaranteed performance of the system and its constituents. It shall be the responsibility of the contractor to ensure that all items and equipment have been tested in accordance with the established procedures and test reports accepted by EIC failing which payment of contractor shall not be released.

(vi) Vendor shall inform the EIC, at least 7 working days in advance of the date at which the system would be ready for inspection & testing. All relevant documents and manuals shall be submitted to GAIL before the time.

(vii) Vendor shall arrange sufficient manpower of required skill and material for installation of the CCTV System & all associated items at GAIL site. All technical personnel assigned by the Vendor shall be fully conversant with the system specifications and requirements. They shall have the

specific capability to make the system operative efficiently and shall also have capability to incorporate any minor modifications/ suggestions put forward by EIC.

(viii) Till GAIL accepts the system, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed component, circuit, module, component, effect of failure of component on the system/ equipment, cause of failure, date and time of repair, mean time to repair etc.

(ix) Methodology to be followed during Installation, FAT, SAT, Test Run and Commissioning shall include but not limited to the following:

2.3.4.2 FACTORY ACCEPTANCE TESTING (FAT):

GAIL reserves the right for FAT for the materials supplied. The vendor on his own exactly in line with FAT shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Owner before start of FAT.

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per tender requirements and review of Pre- Factory acceptance results & shall be conducted at the manufacturing/vendor's facilities from where the respective equipment/subsystems are offered. The factory acceptance testing shall be conducted in the presence of the representative Owner. The tests shall be carried out on all systems/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The FAT shall be held in India only and include but not be limited to:

- Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- Electrical checks including internal wiring, external connections to other equipment etc.
- Check for assuring compliance with standards mentioned in the specifications.
- Individual check on each module/sub-assembly as applicable.
- Checks on power consumption and heat dissipation characteristics of various equipment.
- Functional testing covering the features & functions of CCTV systems along-with its associated items.
- Any other test not included in FAT document but relevant to the project as desired by the Owner at the time of factory acceptance testing.

2.3.4.3 INSTALLATION, TESTING AND COMMISSIONING:

(a) INSTALLATION

After successful completion of factory acceptance testing (FAT), CCTV system and all associated items shall be sent to site for installation.

CCTV cameras, CCTV Client and all associated items, for installation, shall have valid testing certificate. Any item without factory acceptance certificates/ Test certificates as mentioned in the tender shall not be acceptable at site.

GAIL shall provide space for CCTV servers, CCTV clients, CCTV cameras & other associated items. GAIL shall also provide single 230VAC supply from which supply & laying of armored power cable shall be in the scope of vendor. Supply & installation of

MCB, Power distribution board, Power extension board and distribution from PDB to individual equipment such as switch and monitor is in the scope of vendor. If any other voltage levels are required, then all necessary conversions shall be in the scope of Vendor. Supply and installation of LAN cable for extending LAN connection to CCTV camera, CCTV Client, Switch & associated systems is in the scope of vendor.

Installation of Server rack, Client Workstation, including mounting of display on wall or table top as decided by GAIL, is in the scope of vendor. Civil works such as digging, laying & routing OFC & cables between various systems & equipment's, providing & laying perforated trays/conduits etc for laying cables, Installation of Pole for PTZ camera along with its earthing, restoration work of false flooring/ceiling etc are in the scope of vendor. Installation of the pole as per the latest EIL/ISI standard.

The location of Fixed and PTZ CCTV shall be provided by GAIL /EIC to the contractor. It shall be responsibility of contractor to install the camera at designated location and arrange for extension power and OFC connectivity, including termination, to the camera.

The power cable (2.5 sq mm), OFC cables & Ethernet (cat 6), both armored shall be used from equipment to camera (Fixed & PTZ). The cables will be laid underground and excavation will be done as per specifications.

Vendor may note that all supply, Installation, commissioning, laying of Cables (including OFC and Electrical cable), Excavation, road crossing et al are covered in SOR.

3.0 Excavation and back filling and cable laying in trench for Electrical/ or and OFC cable-

3.1 For all type of soil including hard rock and backfilling of the trench. The trench for laying should be 45 cm wide and 90 Centimeter in depth.

In case, the cables are required to be laid in the areas that are covered with the Paver/ Pebbleblocks or PCC (cemented area) , removal and re- fixing of Paver/ pebble blocks, breaking and restoration of PCC will be the scope of the vendor. In this case the payment will be done as per running meter of Excavation (SOR excavation and cable laying) only. In area of PCC and pebble blocks the depth of the trench will be decided by EIC.

Excavation will be done manual only. Special tools if required for excavation to the required depth can only be used with prior approval from GAIL and feasibility. The scope of special tools and tackles will be the scope of the vendor. Excavation by Earth Movers like JCB is not permitted.

In case crossing of existing utilities (Cables, Pipes etc.) is required during excavation, in such case minimum depth will be as decided by EIC. The trench shall be closed by backfilling of the excavated

soils and paver/ pebble blocks and RCC shall be refixed as per original to the satisfaction of EIC after laying of cables. Surplus excavated material if any shall be disposed by the vendor as per the direction of EIC. No additional payment for disposal of extra excavated item will be made.

- 3.2** Laying of Underground Electrical cables- A sand bed will be prepared for electrical cables laid underground. Cable will be laid over the sand bed. The cable will be covered with the sand bed. The sand bed will be covered with Class B bricks (minimum 8-10 bricks per running meter) and then filled with the excavated soil. All the excavated soil should be filled over the trench. The surface is to be restored as original.
- 3.3** Laying of Underground OFC cable: OFC cables will be laid inside the HDPE duct. Vendor pl. note that cutting of the duct in small pieces for laying of OFC will not be permitted. Vendor has to make efforts to lay the cable through air blowing method.
- 3.4** Warning mat is to be provided before backfilling of the trench on the complete length. EIC will check the trench before back filling and on clearance of EIC the vendor backfill the trench.
- 3.5** Charges for laying of underground cables are covered in SOR for excavation and cable laying. No additional payment for laying of underground cables will be made. Both the electrical and OFC may be laid in the same duct or separately as per the direction of the EIC. The charges for cables laid other than underground will be paid as per SOR for cable laying through cable trays / Hume pipes / walls.
- 3.6** In case there is any damage to any existing utility during excavation (cables, Pipes etc.) in spite of permission provided by GAIL, Restoration of the same will be the scope of the vendor, no extra payment towards restoration will be made by GAIL.

4.0 Cable laying through cable Trays/ Hume pipes/ walls with saddle

Laying of cables with or without duct as directed by EIC (Generally, OFC will be laid inside the duct and Electrical cables as directed by the EIC) through cable Trays/ Hume pipes/ walls with saddle. The running meter of cables will be considered for payment, there will not be any additional payment for laying of OFC duct. In case cable fixing on the walls, Cable saddles to be installed at one-two feet distance. The Vendor has to install Aluminum strip engraving with Cable maker (for Identification of

the cable) at 30-meter interval. For laying on tray, suitable size cable ties will be used for fixing of cables.

5.0 Road Crossing with supply and laying of GI Pipes.

All road crossing should be done without damaging/cutting (through boring) the existing road. In case road cutting is inevitable, the road will be restored to its previous condition to the satisfaction of EIC. GI pipes of diameter 100 mm (3 mm thick) will be laid in every road crossing. The rates include supply and laying of the GI pipe. In case the road is crossed with GAIL existing Hume pipes, charges will be laid as per laying of cables on the trays/ Hume pipes.

6.0 Route markers: Route markers as per drawing (Annexure B) will be supplied and installed by the vendor. The quantity is mentioned in BOM of other Installation Material. The route markers will be installed at every 30 meters and also both side of road crossing or as directed by EIC. The charges for installation of route markers are deemed included in Installation and Commissioning charges. No additional payment for installation of route markers will be done.

7.0 Warning Sign boards: As per drawing (Annexure B) to be installed. The Quantity is provided at BOM under other installation material. The charges for installation of warning sign boards are deemed included in Installation and Commissioning charges. No additional payment for installation of warning sign board will be done.

For the installation of supplied CCTV systems & associated items at site, the vendor shall carry out the following site preparation works as a minimum after conducting site-survey along the site-in-charge and after obtaining the approval from EIC on installation activity plan: The installation job includes

- Installation & fixing of rack/cabinet of the CCTV system along with restoration of floors or walls after masonry or drilling works.
- All types of OFC splicing and termination will be the scope of the vendor. Power cable termination, earth and other cable termination shall be carried out using copper lugs. Suitable tags to be provided at all cables.
- GAIL's existing earthing point shall be made available to Vendor. Vendor may use the same, if found suitable for their supplied equipment. Otherwise, Vendor shall have to make the necessary arrangement for equipment earthing.
- Suitable gland shall be provided by vendor for all type of cabling.
- All types of cables shall be labelled on both ends for the identification.
- Installation of All Junctions box.

- All civil works required for fixing of cameras /Junction Boxes/ Poles etc.

Before taking up the installation of CCTV system & associated items, the same shall be checked for completeness as per the specifications of the same as required. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

Vendor shall provide suitable numbers of manpower of required skills & technical expertise at his own cost for completing the work within the stipulated time frame.

Vendor shall bring all installation tools, accessories, special tools, spares parts etc. at his own cost as required for the successful completion of the job. Vendor shall include all installation materials required for proper installation of the CCTV systems & associated items. These shall include but not be limited to, all connectors, inter-bay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, junction boxes etc.

All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

System programming of the new CCTV cameras, CCTV Server and Storage along with its software/hardware & all other associated items as per GAIL's requirement shall also be taken up during installation.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with CCTV systems/associated items shall not be used for the repair. Vendor shall arrange his own spare parts for such activities till the system has been finally accepted by the Owner. A detailed report & log of all such repairs shall be made available by the vendor to Owner/Engineer and shall include cause of faults and repair details.

A detailed time schedule for the activities to be undertaken shall be submitted by Vendor to Owner/Engineer to enable their representatives to be associated with the job.

Vendor to ensure updation of antivirus Software to its latest release during the entire contract period. At the end of the warranty period, the vendor will give confirmation from OEM that the VMS software and CCTV firmware is latest. For location where pole is to be erected by the bidder, the Vendor shall have to make the necessary arrangement for equipment earthing in case the earth pit is required bidder will make the required earth pit for the system.

GAIL will provide 230V, AC supply for the cameras for the system, suitable adapter for required voltage for Cameras is to be provided by the bidder. The power adapter supplied should be of OEM make or accepted make by the OEM. In case it is different make, vendor will give OEM consent in this regard.

(a) SITE ACCEPTANCE TEST (SAT)

On completion of installation, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the vendor in the presence of GAIL

/EIC.

The tests shall include, but not be limited to the following:

- Checks for proper installation as per the approved installation drawings for all the system of the CCTV System/associated items.
- Checks for proper integration of existing CCTV cameras with CCTV systems.
- Functional testing covering the features & functions of CCTV systems along-with its associated items to meet the requirements.
- Testing of supplied Spares modules / cards.
- Guaranteed performance specifications of individual equipment/item.
- Self-diagnostics test on individual equipment.
- Tests on remote alarm transmission and reception.
- Any other test not included in SAT document but relevant for site operation.

(b) Trial / Test RUN:

Upon conclusion of the site acceptance testing (SAT), the bidder shall keep the CCTV System including CCTV cameras, CCTV Client workstation and associated system/equipment commissioned for "Trial Run" for 15 days. If during the "Test run", any defect / fault are noted in the system, the Vendor shall identify & rectify the same and

provide the report, history of the fault to GAIL. The decision to repeat the test run shall be of EIC, depending upon the severity of the defect.

If the system fails to come up to the guaranteed performance, the Vendor, within a period of seven (7) days shall take any corrective measures & resubmit the system for another "Test run". Again, if the system fails to reach the guaranteed performance after the second test run, EIC shall be free to take any action as he deems fit against the Vendor and to bring the system to the guaranteed performance with the help of a third party at the expense of the Vendor.

(c) COMMISSIONING / COMPLETION:

The CCTV system(s) and associated system/equipment shall be considered to be commissioned and taken over, only after successful completion of Test run. However, the takeover by owner shall

not be delayed for non-completion of minor works and such jobs which may not affect the desired CCTV operation/function, and such works/ jobs shall be completed by the vendor in accordance with the plan / schedule, which has been approved by the Owner.

The date of successful completion of Test run shall be treated as the 'Completion Date' for such purpose as application of contractual provisions such as 'Price reduction schedule for delayed completion' etc.

Installation of Server rack, Client Workstation, including mounting of display on wall or table top as decided by GAIL will be the scope of vendor. All civil works such as digging, laying & routing OFC & cables between various systems & equipment's, providing & laying perforated trays/conduits etc. for laying cables, Installation of Pole for camera along with its earthing, restoration work of false flooring/ceiling etc. are in the scope of vendor. Supply of construction material will be the scope of the vendor. No payment other than SOR will be done by GAIL.

- a. The location of Fixed and PTZ CCTV shall be provided by GAIL /EIC to the contractor. It shall be responsibility of contractor to install the camera at designated location and arrange for extension power and OFC connectivity, including termination, to the camera.

The armored power cables, armored OFC cables & armored Ethernet (cat 6) armored shall be used from equipment to camera (Fixed & PTZ). The cables will be laid underground/ over the trays as required. Excavation, cable laying and other jobs are to be done as per specifications given in the SOW.

(d) WARRANTY

The system shall be guaranteed to give specified performance for a period of 24 (twenty four) months from the date of acceptance after SUCCESSFUL TEST RUN of the system by the EIC. The warranty will be comprehensive in nature and no extra payment (other than the quoted value as per SOR item) towards the repair and maintenance of CCTV system (including CCTV Cameras, Switches, server and NAS/SAN and all other associated materials used in the CCTV system along with laid OFC and electrical cables) will be made

to the vendor. The details of services to be provided under warranty shall include but not limited to the following for all supplied items under this project and all the cost for these supports are in the scope of vendor.

The scope of work and penalties under Warranty .

- a. No payment what so ever will be made for Warranty period.
- b. All manufacturers' warranties & guaranties for the equipment supplied by the

- contractor shall be passed on to the owner.
- c. All manufacturers' warranties & guaranties for the equipment supplied by the contractor shall be passed on to the owner.
 - d. Client workstation, CCTV cameras, Switches, Server, NAS/storage and all other associated items supplied shall have comprehensive warranty for a period of twenty-four (24) months from the date of signing of acceptance protocol. If during this period any defect occurs, the contractor at his own cost shall make the same good. Failure to comply with this requirement shall attract non-performance deduction as per 9 of SCC and may also result in the forfeiture of security deposit / bank guarantee.
 - e. The warranty has to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied items (indicating their serial numbers) are covered under OEM warranty for the desired period. In absence of documentary evidence, the signing of acceptance protocol shall not take place. In case of VMS vendor has to furnish the details of support agreement from OEM.
 - f. Zero Date for the Warranty will start only after successful completion of work and signing of Acceptance Protocol by bidder's representative and EIC.
 - g. The items supplied in this order may be transferred to other GAIL locations in future as per the requirement. The Warranty shall be extended at the new locations also.
 - h. The warranty shall be extended anywhere in India. The detail scope under warranty are covered in the SCC -

8.0 SUPPLY OF SPARES:

- (a) Spares shall be provided as per tender document. These spares shall not be used by the bidder during commissioning /warranty period. These spares shall be supplied by the bidder along with the respective equipment.
- (b) Spares shall be provided from the respective OEM (Original Equipment Manufacturer) from where the respective equipment, subsystems are offered.
- (c) All the materials used for O&M of supplied CCTV system will be given by the vendor during the warranty period (02 years). If any spares (owned by GAIL) are used (at the discretion of GAIL) during the warranty period, then it will be replaced with new spare free of cost by the vendor.
- (d) Bidder shall provide the address, contact person, fax, and telephone number of the manufacturer of the spare parts. The bidder shall warrant that spare parts for the system

would be available for minimum of 2 years from the date of CCTV system commissioning (taking over). After this period if the bidder discontinues the production of spare parts, then he shall give at least 24 months' notice prior to such discontinuation so that Owner may order such spare parts.

9.0 TECHNICAL SUPPORT SERVICE

9.1 ON-LINE SUPPORT

This includes 24 x 7 (24 hours x 7 days a week) on line support for vendor supplied equipment. GAIL shall utilize this service by intimating the bidder of its unique customer ID in case of any contingency and Vendor in turn provides telephonic support. Depending upon the severity of the issue, technical experts shall be sent by vendor to the site as per tender.

9.2 ON-SITE SUPPORT

To manage, monitor and for timely trouble shooting of problems & advance replacement of spares/faulty occurring with CCTV systems i.e. CCTV Cameras, Storages ,Servers, Switches et al , the bidder will ensure ~~is required to place two suitably experienced personnel (with minimum qualification of having diploma in IT, Computer, Electronics) cum supervisor for~~ the overall monitoring, coordination and attending to the problems associated with CCTVsystems during the entire warranty period at GAIL Jhabua site. However, GAILshall not pay any additional payment regarding supervisory activity separately. No other payment other than as mentioned in SOR will be made to the Contractor. Non attending of the complaint raised ~~Deployment of Service Engineer~~ (during Warranty) will ~~be~~ draw a penalty of pro rata deduction of yearly warranty amount/ Rs 1000/- per day which ever is higher (till the ~~date of deployment of the said service personnel~~ attending of the raised complaint) .

~~Other terms and conditions of the deployment of service Engineer will be dealt as per the details as mentioned in of Annexure II-V of SCC.~~

~~Amount of Bonus & Gratuity (as per the applicable Laws) will be deducted from the warranty Bills/Amount retained during Warranty and will be released after the submission of proof the disbursal of the same to its concerned employed personnel(service Engineer).~~

~~Normally, the Services will be required at all working days at GAIL's working hours from 09:15 hours to 17:45 hours.~~ Contractor's ~~deputed~~ personnel ~~shall~~ may provide

services beyond normal working hours in critical / emergency situation. There will not be any extra payment made by GAIL for the above-mentioned deployment of personnelby contractor for attending the complaints raised during the entire duration of the contract period (of 2 years of Warranty period).

For the problems not resolved through above-mentioned On-line technical support service, the vendor shall provide (at its own cost) onsite technical expert all throughout the warranty period of 2 years.

Vendor's engineer/personnel should be capable of trouble shooting and looking after the health of the system, shall be made available along with required tool, tackles & maintenance spares at GAIL locations (as and when required) to resolve the problem efficiently.

9.3 DOCUMENTATION DELIVERY AND SOFTWARE UPDATION SERVICE

Under Documentation, delivery service bidder is required to provide engineering practices and Technical Bulletins for updates without any additional cost to GAIL. All the latest software updates for complete system are also required to be provided under the entire contract period.

Any type of software up-gradation (VMS, OS etc), which is necessarily to be incorporated in the supplied CCTV System for compatibility of the existing systems with future add-ons (new cameras, Clients PCs, spare cards and facilities) shall be carried out by the vendor without any additional cost to GAIL during the entire contract period. At the end of warranty period, the vendor will give certification from the VMS OEM that the software is updated to its latest release.

Antivirus of all the servers and Client PCs is to be updated regularly to the latest release during the complete contract period. No additional payment in this regard will be paid by GAIL. Charges are deemed inclusive in the SITC charges.

The vendor will not give remote access of the system to any OEM or other vendors without permission of GAIL.

10.0 TRAINING:

There shall be one training course when the system will be made operational. It shall be explicitly understood that owner's personnel shall be fully associated during engineering, installation; testing and commissioning activities and this opportunity shall be taken by bidder to impart on-the-job training.

In addition to site training another technical training of 48 man-days on general functioning of all the systems / sub-systems of the CCTV System, system fault diagnosis / troubleshooting, upgradeability, add-on features and other relevant details shall be provided at vendor's/OEM premises. The boarding & lodging of owner's personnel shall **not** be in the scope of GAIL.

Vendor shall provide comprehensive documentation, course materials, manuals, literature etc. as required for proper training of owner's personnel at vendor's cost.

11.0 PROJECT MANAGEMENT:

The vendor shall provide project management services (PMS) to meet the quality objectives and for the timely completion of the project successfully. The PMS shall include but not limited to the following:

- i) Carry out surveillance on all the project related activities and monitor progress of the project.
- ii) Submit periodic status reports to GAIL. The periodicity of status report will be informed to vendor after the award of contract.
- iii) Attend Project Meeting with GAIL's Project Manager & GAIL Management. Based on requirement, the vendor shall come for meetings with GAIL within the shortest possible time, wherein appropriate level of person shall be deployed.
- iv) The vendor shall provide the qualified & experienced project management manpower for smooth & timely project execution.

12.0 DOCUMENTATION:

After the award of work, the vendor shall submit the following documents for the complete system for review and approval:

1. Equipment layout drawing.
 - Power supply distribution and earthing arrangement.
 - OFC/Ethernet/Electrical wiring diagrams for the system.
 - Installation drawings with overall dimensions and necessary free spaces.
 - Equipment and system Test plans as requested elsewhere in this section.
 - Equipment schedule.
 - One set manual for each supplied equipment / system, consisting of:
 - a) Detailed technical manual for each type of equipment containing functional diagrams and Description
 - b) Installation Procedure
 - c) Commissioning Procedures
 - d) Operation Procedure
 - e) Troubleshooting & Maintenance Procedures.
 - f) **Original Software License** of all supplied System & associated equipment.
 - g) All the documents submitted by the vendor shall be published/ printed /in soft storage media(like: DVD/CD/Online / Cloud) bearing part/release/version/ revision number of OEM. Photocopied, scanned or any other form will not be acceptable.
 - h) Following documents (included but not limited to) after supply, installation & commissioning of CCTV System is to be provided by the vendor.
 - Installation report of entire System
 - Project document (Original & a Copy)-It will include all details regarding system i.e. system

overview, IP Addresses, brochures, manual, up gradation reports, block diagram, wiring diagram, contact details etc.

- OEM software along with License ID from OEM.
 - Switch software
 - CCTV software
 - List of Material with serial No.
 - CD/DVD etc. of all Software are to be provided by the vendor including License.
2. On the completion of the project, Vendor shall provide As-Built Documents of the system and cable routes (CAD drawings) for site.
 3. Any other document not specifically mentioned above but required for satisfactory implementation, operation and maintenance of the system.
 4. The documentation shall include details of all the user ids, passwords, IP addresses and all other relevant documents along with all licenses to GAIL.

13.0 THE VENDOR SHALL PROVIDE ANY OTHER WORK NOT MENTIONED ABOVE, BUT REQUIRED FOR COMPLETING THE WORK IN ALL RESPECT TO THE SATISFACTION OF THE OWNER.

14.0 GENERAL GUIDELINES:

14.1 In general, specifications provided throughout this document shall apply. In case of conflict, specifications that are more stringent shall override specifications given elsewhere and decision of the EIC in all such cases shall be final.

14.2 As and when bugs that found/determined in the software/firmware affecting the performance of the equipment, the vendor will provide patches/firmware replacement or solution to resolve the problem without any additional cost to GAIL.

Modified documentation (hard copies and soft copies) pertaining to supplied items wherever applicable shall also be supplied without any additional cost to GAIL.

14.3 If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the EIC who shall give his decision in the matter and issue instruction directing the manner in which the work is to be carried out. The decision of the EIC shall be final and conclusive and the Vendor shall carry out the work in accordance thereof.

14.4 In case at the time of implementation there is any change in the system design & configuration to meet the operational requirements, the vendor shall undertake all the activities such as design, manufacture, supply, Installation, etc. of additional equipment hardware and software for which additional financial implication, if any, shall be approved by EIC on the basis of sufficient details and justifications being provided by the vendor.

15.0 OTHER CONDITIONS:

- Bidder must state categorically whether or not their offer meets all the technical and job specifications. Bidder shall furnish a complete list of deviations from Material Requisition in the prescribed deviation format, if any. Otherwise it will be assumed that there is no deviation from this Material Requisition and no further deviation will be accepted.
- Bidder shall note that any utility not mentioned but required during detail engineering shall be in his scope only. GAIL will not make any extra payment in this regard.
- Bidder shall ensure that the CCTV system and associated items of the system shall not be damaged due to black out or brown out.
- Bidder shall provide the start-up and shutdown procedure of the complete CCTV system. Bidder shall provide separate cable entries for power supply and signal cables for CCTV system and its accessories.
- All materials used for packing wrapping, sealers, moisture resistant barriers and corrosion resistances shall be of recognized brand and shall confirm to the best standards. The package shall be suitable for storing in tropical climate.
- Erection hardware shall be supplied in accordance with the tentative length/distance and as per the requirement on ground.
- Bidder should assess the actual work properly during pre-bid meeting, to be held at site prior to submission of the bid document. Any change /deviation at latter stage are not acceptable.
- In case of conflict among the documents covering these MR, owner shall be advised by the bidder and bidder shall obtain owners written consent before proceeding further at all stages of contract starting from bid submission to end of contract.
- Vendor's quotation, catalogues, drawings, datasheets and operation /maintenance manuals shall be in English language.
- Standard printed conditions of the tender, if simply attached to the offer will not be

acceptable. Any deviation or departure from the provision of the tender conditions must be clearly brought out. Unless specifically brought out, the offer shall be considered to comply in every respect with the terms and conditions contained in the tender.

- Standards: All designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of equipment. The tenderer shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the equipment or system complies.
- The detailed technical specification submitted by the authorized system integrated shall be verified and vetted by the manufacturer in the form of letter/certificate.
- The bidder shall furnish the technical catalogue / brochure for each equipment covering all the specifications mentioned in the Annexures. If some specification is not clearly specified in the catalogue then bidder shall provide undertaking from the OEM regarding the same & shall be tested while FAT.
- Memorandum of Understanding / Agreement of the authorized dealer / integrated with the manufacturer mentioning a back-up support for minimum of 02 years from the date of bid
- Location of Cameras, installing server, Storage, clients et al will be intimated to the vendor at the time of installation and commissioning. The same shall be within GAIL Jhabua premises.
- Routes for laying Electrical cables and OFC (& duct) shall be shared by GAIL during the PBC/award of the tender. The source of supply for Electrical supply will be at the discretion of GAIL. The scope of supply and laying of OFC and Electrical cables will be in the scope of the vendor. Vendor will have to follow the EIC instructions.
- Tentative details of length of OFC (& duct) and Electricals cables to be supplied and laid for the said CCTV project has been mentioned in Annexure B/SOR. The details are tentative only.
- Vendor may make the site visit to assess the ground situation before bidding.
- Hardware supply will be firm as mentioned in the Annexure B.

- Vendor will have to use lugs of suitable size for termination of Electrical cables. Termination without lugs will not be accepted.
- Splicing/termination of OFC will be in the scope of the vendor. Vendor has to ensure the proper splicing/termination of all fibers of OFC in FTC including spare fibers.
- Vendor has to obtain the necessary permission from the concerned authorities for laying the cables inside the GAIL Jhabua Premises.
- Work will be done on GAIL's working day only.
- All the installation, termination and other charges are covered in Installation and charges. Installation of other items as mentioned in tender documents, if required for completion of the Jobs, the same are deemed included in the installation charges.

16.0 GAIL reserves the right to call the technically qualified bidders for POC (Proof of Concept) to bring their CCTV Cameras and check the following parameters:

1. Black & White: 0.0 Lux with IR up to 200 metres
2. 30x optical Zoom
3. Web login through its IP address and checking the video /image quality of the CCTV camera
4. Resolution

17.0 Successful Bidder has to provide following specifications of CCTV Cameras tested by third party (NABL accredited/GOI -Government of India certified) agency(ies) WDR, Resolution, Lens focal Length, Optical & digital Zoom, shutterlength, SNR, Lux level sensitivity, All environmental Parameters.

These certificates should be furnished at the time of supply of material.

18.0

All equipment shall be individually packed in suitable containers/crates designed to avoid damage to the equipment during transit and storage in accordance with best commercial practice and with the requirements of applicable specifications. The materials used for packaging, wrapping, sealing, moisture resistant barriers, corrosion preventers, etc. shall be of recognized brands and shall conform to best standards in the areas in which the articles are packaged. The packing shall protect the equipment from impact, vibration, rough handling, rain, dust, damp, insects, and rodents.

19.0

TECHNICAL SPECIFICATIONS OF SYSTEM/SUB-SYSTEMS

All the items as per SOR must be capable of maintaining its guaranteed performance when operating continuously round the clock 24X7 all the year round. General specifications are

mentioned in Annexure 1. Apart from this, minimum technical specifications for items are given in Annexures.

20.0 The tentative material details has to have a minimum of the materials as mentioned in detailed in ANNEXURE-E in the tender document. The materials, scope of services as mentioned in the Annexure- E are tentative and minimum of the same has to be supplied. However to complete the project additional material (including patch cords, pig tails LAN cables et al) and services if required will be in the scope of the vendor and no extra payments shall be made by GAIL for the same in addition to that as mentioned in SOR.

Vendors may note:

Annexure E contains the details and the locations of the CCTV cameras to be installed. Location of installing server, Storage, clients et al will be intimated to the vendor at the time of installation and commissioning. The same shall be within GAIL Jhabua premises.

Routes for laying Electrical cables and OFC (& duct) shall be shared by GAIL during the PBC/award of the tender. The source of supply for Electrical supply will be at the discretion of GAIL. The scope of supply, laying (including excavation as per Specifications, SCC & SOW) of OFC (& duct) and Electrical cables will be in the scope of the vendor. Vendor will have to follow the EIC instructions.

Tentative details of length of OFC (& duct) and Electricals cables to be supplied and laid for the said CCTV project has been mentioned in Annexure E. The details are tentative only. Any additional requirement of Cables (both electrical and OFC including duct) for supply as well as laying will be in the scope of the vendor.

Vendor may make the site visit to assess the ground situation before bidding.

Hardware supply will be firm as mentioned in the Annexure E

However cable (both OFC & duct and Electrical) supply and laying (including Excavation) may vary as per the actual requirement. As already mentioned approximately 5500 metres of OFC & 5500 metres of Electrical needs to be laid (including Excavation/road cutting/hume pipe supply & laying if required). These are the tentative details. Bidder may like to apprise itself by visiting the site before bidding. Cable supplies as well as laying has to meet the specifications as detailed in the instant tender.

Vendor has to ensure the termination of OFC as well as Electrical cables meeting the requirement as mentioned in the tender,

Vendor will have to use lugs of suitable size for termination of Electrical cables. No termination will be accepted without lugs.

Splicing/termination of OFC in FTC will be in the scope of the vendor. Vendor has to ensure the proper splicing/termination of OFC in FTC.

Laying of OFC (inside the duct) has to be at a minimum depth of 900 mm under the ground.

Vendor has to obtain the necessary permission from the concerned authorities for laying the cables inside the GAIL Jhabua Premises

Annexure -B
Specification Index/
BOM

Sr n o	Item	Unit	Remarks
1	Colour PTZ Cameras (Min 4 MP)	Number	
2	Colour Fixed cameras (4K)	Number	4 cameras should have the ANPR specifications as given in the tender. However Minimum specification should be as mentioned in the tender.
3	Colour Fix cameras Indoor (4 MP)	Number	
4	EX Proof Cameras	Number	
5	Client PC (Computer workstation Integrated)	Number	
6	MULTIFUNCTION LED/LCD Display 55"	Number	
7	UPS	Number	
8	Server RACK	Number	
9	CCTV servers for VMS / Management.	Number	In 2+1 Configuration
10	CCTV Analytics server	Number	
11	Video Management Software for viewing and analytics with 200 licenses 100+100 (Failover) and 12 client license	Number	
12	CCTV Analytics License AI based	Number	Intrusion
13	CCTV Analytics License AI based	Number	ANPR with Speed
14	CCTV Analytics License AI based	Number	Face recognition
15	Storage for CCTV for 90 days	Number	

16	LIU 24 PORT LOADED WITH SC/SM Coupler	Number	
----	--	--------	--

17	L2 Switches	Number	
18	L3 Switches	Number	
19	JUNCTION BOX,WEATHER PROOF,IP67RATED	Number	
20	Junction Boxes EX Proof	Number	
21	Armoured Electrical Cables (2.5 Sqm)	Meter	
22	Supply and installation of Hot dip Galvanised Poles (7 Meters Height) , Polethickness minimum 4 mm.	Number	
23	OFC Duct	Meter	
24	Armoured CAT 6 cable	Meter	
25	OFC Cables 24 Fibers	Meter	
26	Earth Pits	Number	
27	Other Installation Material	Lump sum	As per List
28	RACKW 9U/ DOOR&LOCK Accessories	Number	
29	Drawings		

Colour Day Night IP High Speed Dome PTZ Cameras

Sr No	Description	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Housing	IP-67 or better IK10, operating temp -30°C to 60°C			Test certificate are required. (PI See note below).
2	Imager	1/1.9" Progressive Scan CCD/CMOS or better			
3	Video Compression	Dual H.265 @25 FPS, H.264 and MPEG			
4	Networking	10/100 Mbps Ethernet with Cat 6 cable			
5	Supporting Protocols	IPv4/IPv6, TCP, UDP, ICMP, HTTP, HTTPS, FTP, SMTP, DHCP, DNS, RTSP/RTP/RTCP, RMTP, RTSP ETC (optional).			
6	Lens	Autofocus Minimum 30x Optical Zoom, Auto IRIS			
7	Day/night Mode	Yes [Configurable & Automatically selectable]			
8	Focus	Automatic with manual override			
9	Lens focal length	4.0 mm-6 mm to 120- 180 mm. Minimum Optical zoom 30X.			Test certificate are required. (PI See note below).

10	Illumination	Colour Mode: 0.1 Lux @ 50IRE, F1.6; Black & White: 0.0 Lux with IR up to 200 metres			Test certificate are required. (PI See note below).
11	Shutter Time	PAL: 1 - 1/10000s or better			

12	PAN/TILT/ZOOM	Pan Range: 360 degrees (Continuous); Tilt Range: 0-90Degree (minimum)			
13	Resolution Minimum	4 MP or better			Test certificate are required. (PI See note below).
14	Focus	Auto/Manual			
15	SD card	Cameras should have inbuilt SD/micro-SD card slot (minimum 64GB support) for offline storage along with SD/micro-SD card (minimum 64GB, class 10)			
16	Certifications	1. BIS 2.FCC 2. CE 3. UL for model offered (BIS is mandatory and others are optional)			PL attach certificate .
17	Wide Dynamic range	Minimum 120db			Test certificate are required. (PI See note below).
18	CAMERA WEB SERVER	The IP Camera will have a built in web server, making it accessible for configuration using a standard Internet browser.			
19	Onvif	Camera must be open network video interface compliant (Profile-G, S & T). ONVIF Compliance of the offered make and Model CCTV Camera should be confirmed with ONVIF website.			
20	SECURITY	Password protected Web interface for administration			

21	ALARM	Must have 1-alarm inputs and 1 relay output.			
----	-------	--	--	--	--

22	POWER SUPPLY	(PoE IEEE 802.3af/at)/ 24V/ 12V			
23	COMPATIBILITY	If the cameras & software (VMS/VAS) are from different OEM, vendor should ensure from both the OEMs in regard to seamless integration & operation of the total system.			
24	CAMERA HOUSING AND MOUNT	<ul style="list-style-type: none"> The camera mount for installation on Poles, Walls, power supply, housing, and lenses should be provided. Of the same make as that of camera or from OEM-approved firms and suitable for the model number offered as specified by the manufacturer and should be an integrated unit. Should support the weight of camera and accessories such as housing, pan & tilt head in any vertical or horizontal position etc. Outdoor PTZ Cameras shall be mounted on poles or on walls. All the associated items like Power- Adapters, Media- Converters etc. for the particular camera shall be housed in Weather-proof Junction-box beside the pole. 			
25	HLC	Yes			
26	BLC	Yes			

- Bidder to Valid provide test certificate for offered make from NABL accredited / Govt Lab before delivery of the material. (PI refer SCC)

Colour Pure IP FIXED IR-BULLET DAY/NIGHT OUTDOOR IR CCTV CAMERAS

Sr No	Description	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Housing	IP-67, IK10. The camera should be a single concealed unit except the mounting part.			Test certificate are required. (PI See note below).
2	Imager	1/1.9" CCD/CMOS or better			Test certificate are required. (PI See note below).
3	Video Compression	Dual H.265 @25 FPS, H.264 and MPEG			Test certificate are required. (PI See note below).
4	Networking	10/100 Mbps Ethernet with Cat -6 cable			
5	Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X, UDP, ICMP, ARP, SSL, TLS			
6	Lens	Focal length 2.7-13.5mm			Should have 5X Optical Zoom.
7	Lens Type	Vary focal			

8	Shutter speed	1/800 to 1/10,000 sec			Adjustable
9	Night View	0 Lux with IR ON			
10	Minimum Stream	2 Minimum stream			

11	Day/night Modefeature	Yes [Configurable &Automatically selectable]			
12	IR Illuminator	built – in IR of minimum 50 Meter			
13	Resolution	8 MP			
14	Motion Detection	Available on the entireCamera Capture Frame			
15	Backlight Compensati on	Yes			
16	Highlight Compensati on	Yes			
17	Zoom	5X			
17	SD card	Cameras should have inbuilt SD/micro-SD card slot (minimum 64GB support).			
18	Certifications	1. BIS			PL attach certificate.
19	WDR	Minimum 120db			
18	CAMERA WEBSERVE R	The IP Camera will have a built in web server, making it accessible for configuration using astandard Internet browser.			
19	Onvif	Camera must be open network video interfacecompliant (Profile-G, S&T).			ONVIF Complianceof the offered make and Model CCTV Camera should be confirmed with ONVIF website.

20	SECURITY	Password protected Web interface for administration			
21	ALARM	1-alarm inputs and 1 relay output.			

22	POWER SUPPLY	(PoE IEEE 802.3af/at)/24V/ 12V			
23	COMPATIBILITY	If the cameras & software (VMS/VAS) are from different OEM, vendor should ensure from both the OEMs in regard to seamless integration & operation of the total system.			
24	CAMERA HOUSING AND MOUNT	<ul style="list-style-type: none"> • The camera mount for installation on Poles, Walls, power supply, housing, and lenses should be provided. • Of the same make as that of camera or from OEM- approved firms and suitable for the model number offered as specified by the manufacturer and should be an integrated unit. • Should support the weight of camera. • Cameras shall be mounted on poles or on walls. All the associated items like Power-Adapters; Media-Converters etc. for the particular camera shall be 			

		housed in Weatherproof Junction box beside the pole.			
--	--	---	--	--	--

- Bidder to provide valid test certificate for offered make from NABL accredited / Govt Lab before delivery of the material.

Colour Day Night IP Fix Cameras Indoor

Sr No	Description	Minimum specification	Bidders confirmation	Offered Make and Model	Remarks
1	Installation	Indoor			
2	Type	Bullet Camera			
3	Housing	IP-66 The camera should be a concealed unit except the mounting part.			Test certificate are required. (Pl See note below).
4	Imager	1/1.9" Progressive Scan CCD/CMOS or better			
5	Video Compression	Dual H.265 @25FPS, H.264 and MPEG			
6	Networking	10/100 Mbps Ethernet with Cat-6 cable			
7	Protocols	IPv4/IPv6, TCP, UDP, ICMP, IGMP, HTTP, HTTPS, FTP, SMTP, DHCP, DNS, SNMP, RTMP, RTSP			
8	Resolution	4 MP or better			
9	IR Illuminator	Built in IR with Minimum 30 METERS			
10	Night View	0 Lux with IR ON			

<u>11</u>	WDR	120db minimum			
<u>12</u>	SD card	Cameras should have inbuilt SD/micro-SD cardslot (minimum 64 GB support)			

13	CAMERA WEBSERVER	The IP Camera will have a built in web server, making it accessible for configuration using a standard Internet browser.			
14	Onvif	Camera must be open network video interface compliant (Profile-G, S & T).			ONVIF Compliance of the offered make and Model CCTV Camera should be confirmed with ONVIF website.
15	SECURITY	Password protected Web interface for administration			
16	ALARM	1-alarm inputs and 1 relay output.			
17	POWER SUPPLY	(PoE IEEE 802.3af/at)/ 24V/ 12V			
18	COMPATIBILITY	If the cameras & software (VMS/VAS) are from different OEM, vendor should ensure from both the OEMs in regard to seamless integration & operation of the total system.			
19	Focal length	2.7 mm~13.5 mm, Motorized			
20	Certifications	1. BIS			
21	HLC	Yes			
22	BLC	YES			

- Bidder to provide valid test certificate for offered make from NABL accredited / Govt Lab before delivery of the material as per SCC.

Colour Day Night IP Explosion Proof cameras

Sr . no	Description	Minimum specification	Bidders confirmation	Offered Make and Model	Remarks
1	Type	PTZ			
1	Housing	IP-67 or betterIK10			Test certificate are required. (PI See note below).
2	operating temp	-30 °C to 60 °C			
3	Imager	1/1.9" Progressive Scan CCD/CMOS or better			
4	Focal Length	4-3mm- 5.7 mm to135 mm- 205 mm			
5	Defog	On/OFF			
5	Zoom	Minimum 30X			
6	Resolution	2 MP (1920*1080) at 50Fps			
7	Networking	10/100 Mbps Ethernet with Cat 6cable			
8	Area Classification	ZONE-1 & 2. Gas Group IIA and IIB.			Test certificate are required. (PI See note below)..
9	MICRO SDCARD1	Minimum 64GBMicro SD card			
10	HOUSING	AISI 316L StainlessSteel Construction			
11	WDR	120 Db			

12	Onvif	Camera must be open network video interface compliant (Profile-G, S & T).			ONVIF Compliance of the offered make and Model CCTV Camera shall be confirmed with ONVIF website.
14	Power	110-230 VAC			
15	Supported Protocols	IPv4/IPv6, TCP, UDP, ICMP, IGMP,			

		HTTP, HTTPS, FTP,SMTP, DHCP, DNS, SNMP,RMTP,RTSP			
16	Temperature Classification	T4 or Above			
17	Accessories	316L Stainless Steel Wall Mount Bracket/316L Stainless Steel Corner Mount Bracket/316L Stainless Steel Pole Mount Bracket/Cable Gland/Ex-proof Junction box/OFC trans-receiver box			Mounting bracket as per site requirement.
18	Approval	PESO certification certifying Gas Groups, Zones, and Temperature and BIS			PL attach certificates.

- Bidder to provide valid test certificate for offered make from NABL accredited / Govt Lab before delivery of the material as per SCC.
- All CCTV Cameras should be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

Client Workstation Specifications with accessories.

Sr no	Description	Minimum specificati on	Bidders confirmatio n	Offered Make and Model	Remarks
1	PROCESSOR S	Six Core Xeon Series, base 2.3GHz or better.			i5/ i7 is not accepted.
2	MEMORY (RAM)	16GB, DDR3 DIMM MEMORY, 1600MHz, ECC			
3	HARD DISK	1 TB Minimum			
4	GRAPHIC SCARD	2 X 4GB Graphics Cards for supporting & connecting with two Monitors. In case the offered Graphic card is not sufficient to support the required applications (VMS) on client, the bidder must upgrade the offered Graphic card without any additional cost to GAIL.			
5	I/O PORTS	4 USB Port, 2 HDMI			
6	NETWORK INTERFACE	2x 1000 Base T Ethernet			
7	OTHER DEVICES	16X Internal/ external DVDRW			

8	OS	64 bit windows 10or latest one			
9	POWER SUPPL Y	100 – 240V, 50- 60Hz AC			

10	Accessories	LED full HD Monitor Minimum 21" , keyboard, mouse, connecting cables etc.			
11	Suggested make for PC	Dell/ IBM/HP/ Acer			

in Client PC-all SATA/HDD drive may be replaced by SSD also

MULTIFUNCTION LED/LCD Display 55"

Sr. no	Description	Minimum specification	Bidders confirmation	Offered Make and Model	Remarks
1	DISPLAY SIZE	55" LED			
2	BRIGHTNESS (Typ.)	Min. 450cd/m ²			
3	MIN. RESOLUTION	1920x1080p (16:9) Full HD			
4	VIEWING ANGLE (H x V):	175 x 175 (Min.)			
5	INPUTS	Min. 2 HDMI, 2 USB			
6	SPEAKERS	Min. 10W (rms) x 2			

7	ACCESSORIES	Table top stand, Wall bracket, HDMI Cable, VGA Cable, Power Cable and Wireless remote.			
8	OPERATION HOUR	24X7			

UPS

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	RATING & BACKUP	01 KVA; Min. 30 Minutes backup on full load			
2	Input Voltage	230VC +/- 5% single phase			
3	Output Voltage	230VC +/- 5% single phase			
4	Battery	Maintenance Free sealed lead acid battery, with leak proof along with suitable housing for the battery.			

Supplied UPS has to be online

Server RACK

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	Size	42U Floor standing Rack, 800 mm x 1000 mm with all accessories (4 Air circulation Fan, PDU, Cable manager, etc.). Metallic frame.			
2		RACK with durable Epoxy powder coating. Vented Top Panel With Gland Plate (Having Provision of Mounting Fan Tray). Vented Bottom Panel with Gland Plate (Having Provision of Cable Entry). Front & Rear Vertical Frames. Minimum 1000MM Depth Sections for installation of Servers and Storages.			
3		Front glass door Rear Perforated Door & with detachable side Panel			
4		42U Adjustable 19" Rails.			
5		Front Vented glass Door & 2 Locks.			

6		Rear Fully Round Perforated Split Door & 2 Locks.			
7		Set of Caster Wheels (2 with brake & 2 w/a brake).			

8		The rack should have proper arrangement for cable laying, power distribution and fixing of servers and other items.			
9		Equipment racks shall be protected against entry of rodents, insects and lizards. Each rack shall be provided with arrangement for natural cooling & venting.			
10		Cabinets shall be equipped with lamp, door, switch, earthing strip, dirt filters, door handle			

CCTV servers for VMS and Management

Sr . no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Processors	Eight-core Intel® Xeon® series minimum base freq. 2.40GHz, 15MB Cache or better			
2	Number of Processors	2			Total 16 core
3	Memory	Minimum 32GB (2X16 GB) DDR4 @ minimum 2667 MHZ			

4	Hard Disk Controlle r	Integrated Hardwarebased 8- port hot- swap SAS-RAID controller for supporting up to 8			

		HDDs in RAID-0, 1,5, 6.			
5	Hard Disks	7.2krpm SAS hot-plug HDD or better totaling a capacity asMinimum 32TB.			
6	Optical Drive	16X DVD + RW or better			
7	Ports	1 serial port (optional), 4 USB port or higher (other than the requirement of connecting key board and mouse) and other I/O ports toconnect to Storage (if required).			
8	PCI/PCI-e Slots	Total 6 or more PCI/PCI-e type slotwith minimum 4 2 no.to be free for future expansion			
9	Communication	Minimum two dual port Gigabit EthernetNIC.			
10	Server Manageme ntSoftware	OEM Server Management software to monitor and manage the various subsystems like CPU, Memory, I/O, disk and environmental factors			
11	OS	Windows 2022 Server (OS should bein RAID 1 Configuration).			

12	Antivirus	Licensed antivirus, Microsoft or other with latest version			
----	-----------	--	--	--	--

		and the vendor has to update antivirus as updates are available.			
13	Operating voltage	230V AC			
14	Accessories	HD Monitor, keyboard, mouse, connecting cables etc.			
15		Severs should be registered in the name of GAIL India Limited with the OEM.			
16	Onsite OEM warranty	2 years.			

in server/Storage-all SATA/HDD drive may be replaced by SSD also

Suggested Make of Server-Dell/HP

Storage make-Dell/HP/Hitachi

For other OEMs of Server/Storage -Proven Trak record of a minimum of 3 1 year. Vendor may submit in service certification by the end user of satisfactory performance use of servers/storage for more than three years (signed by the end user)

- All Servers, VMS, VAS should be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

CCTV servers for Analytics

Sr . no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
<u>1</u>	Processor	2 x Intel Xeon-Silver/Gold 4215R (3.2GHz/8-core) or Better minimum Basefrequency is 3.2 GHZ , 15MB Cache or better.			<u>Total 16 core.</u>
<u>2</u>	RAM	32GB (2x16GB) DDR4 Memory			
<u>3</u>	OS	Windows Server 2022. Standard ROK (16 Core)			
<u>4</u>		Internal Storage of 4TB Usable capacity for Alert data and Database			
<u>5</u>		2x 480 GB SSD for OS and Application Data in RAID 1			
<u>6</u>	<u>GPU</u>	NVidia 16 GB GPU CARD - latest version/Release			
<u>7</u>	Networ k Interfac e	2x 1 GbE NetworkInterface			
8	Power supply	230V AC			Dual Ports

<u>9</u>	Antivirus	Licensed anti-virus software. Microsoft or other latest. The vendor has to update the antivirus as updates are available.			
<u>10</u>	Ports	1 serial port (optional), 4 USB port or higher (other than the requirement of connecting key board and mouse) and other I/O ports to connect to Storage (if required)			

11	Accessories	Monitor, keyboard, mouse, connecting cables etc.			
12		Severs should be registered in the name of GAIL India Limited with the OEM.			
13	Onsite OEM warranty	2years.			
14	Optical Drive	16X DVD + RW or better			
15					

Other requirements for Functioning of AI based analytics required for working of Analytics will be the scope of the vendor. GAIL will not pay extra other than the SOR rates.

Suggested Make of Server-Dell/HP

Storage make-Dell/HP/Hitachi

For other OEMs of Server/Storage -Proven Track record of a minimum of **3** 1 year. Vendor may submit in service certification by the end user of satisfactory performance use of servers/storage for more than three years (signed by the end user)

- All Servers should be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

Video, recording, Management and Analytics Software

Sr no	DESCRIPTION	Bidders confirmatio n	Offered Make and Model	Remarks
1	The IP Video Management softwareanalytic software should allow Live Viewing, Recording andManagement solution of Network Video surveillance systems & shall not have any Limit on the Number of Cameras to be Connected & shall be Scalable to Unlimited IP Cameras in Future by Augmentation of Camera channel Licenses & server Hardware Components.			
2	The Video Management software analytic software shall be Client-Server based IP Video security solution that shall provide seamless management of Digital Video, Audio and data across an IP network. The video management Software shall provide full virtual matrix switching and control capability. Video from sites shall be possible to view from single or numerous workstations simultaneously at any time. Cameras, recorders, and viewing stations may be placed across the terminal in the IP network. It shall be ONVIF Profile S, G, M &TCompliant and Open Architect.			
3	The IP Video Management software analytic software Video Management software analytic software licensed shall beValid for Lifetime. SSA should be valid forcomplete contract period including warranty .			
4	The Video Management software analyticsoftware shall be Windows based.			

5	The Video Management software analytic software shall support iPad, Android and iPhone devices & shall support web clients.			
---	---	--	--	--

6	The VMS management server shall be able to intelligently scan an IP network for new devices (cameras or servers)			
7	Should record H265, H.264, MPEG4 or MJPEG in at minimum 5 fps to 60 FPS at minimum CIF to Full HD (1080p) and 4K resolution.			
8	Option to do recordings on NAS, iSCSI, DAS, local or network drive. Defining different drive for each individual camera.			
9	Export the desired portion of video in in DVD/USB or any external device			
10	Automatic archiving after set number of days and automatic recording deletion after disk full.			
11	The Fail over and Fall-back management and recording Server shall be on hot standby, ready to take over during the primary management server fails. No manual action from the user shall be required.			
12	Configurable Matrix views with size and number of cameras. Pre-defined views from full screen, 1x1 to 8x8.			
13	Ability to search based on Date/Time/Camera, Name, ID and Location for more than one cameras simultaneously.			
14	PTZ option available through mouse and joystick Gaming joystick as well as PTZ joystick options available On screen PTZ control with Click and Zoom facility PTZ presets and tours setting			
15	Software should allow creation of multiple camera sequences. It should be possible to set the dwell time for the cameras within the sequence.			
16	Software should allow sequences control (pause/play, skip forwards, skip backwards).			

17	Ability to view live video on iOS and Android phones or devices with or without installing proprietary Apps.			
----	--	--	--	--

18	Failover: System should support N: 1 failover. Failover time should not be more than 30 seconds			
19	Vendor shall preferably supply VMS and Video Analytics e from same OEM. In case the same is from different OEMs, the vendor has to ensure seamless integration.			
20	The Video Analytics shall offer a suite of analytics rules with Artificial Intelligence to provide automatic detection of a range of motion and non-motion behaviour of persons, objects and vehicles			
21	The Video Management software analytic software shall support video from any camera supported by the VMS.			
22	GAIL may add ONVIF compliant (Onvif S compliant) cameras from different OEM in future, Upgradation of VMS if required for addition of additional cameras is to be done by the vendor without additional financial implication to GAIL. However, the number of licenses will be limited to as per existing tender.			
23	The Video Management software and analytic software should support the required AI based Analytics (ANPR and Face recognition).			
24	The System should ensure that once recorded, the video cannot be altered; ensuring the audit trail is intact for evidential purposes			
25	System must provide built-in facility of watermarking or Digital certificate to ensure tamperproof recording so that these can be used as evidence at a later date, if so desired. The recording shall support audit trail feature.			
26	The Client Workstations shall be able to directly access videos stored in NAS/backup devices for playback			

27	The VMS should have license for minimum 12 number of clients. The clients should work simultaneously without degradation of services.			
28	Number of CCTV license (100 Live +100Failover).			

29	Vendor should have Minimum 02 years comprehensive support from OEM and should furnish the consent at the time of award without additional financial implication to GAIL.			
30	GAIL may ask additional cameras license for CCTV system, in this case the vendor has to provide the additional license in the same system. The vendor has to provide the licenses on the same rate as per SOR.			
31	The System must support integration with PA system, Access Control System, Fire- Alarm Systems etc. with open protocol like MODBUS, TCP/IP. The SDK, License for the same shall be provided by vendor			

- All video recording, Management and analytic Software should be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

Analytics Intrusion Detection

Sr . no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Camera Make	Should work irrespective of camera make			
		Should automatically detect objects/Person that has moved continuously within the camera field of view for a configurable period.			

		Both offline and Real time analytics options available			

Analytics ANPR with Speed

Sr. no	DESCRIPTION	Bidders confirmation	Offered Make and Model	Remarks
1	The ANPR Application shall automatically detect the license plate in the captured video feed in real-time			
2	ANPR Application shall store JPEG image of vehicle and license plate and enter the license platenumber into database along with date and timestamp.			
3	Detects the speed of vehicle from video surveillance camera			
4	Speed detection should range for vehicle moving with a speed between 10 to 150 km/hr.			
5	Should support Configurable Speed Limit threshold as per the User Requirement.			
6	ANPR Application should support for searching for similar plates across multiple cameras			

7	Should be possible for Detection of Object/Vehicle Speed forSingle/Multiple Lanes.			

Analytics Face Recognitions

Sr no	DESCRIPTION	Bidders confirmatio n	Offered Makeand Model	Remarks
1	Face Recognition System (FRS) should identify or verify a person from various kinds of photo inputs from digital imagefile to video source. It should enables security professionals to shortlist, target,and identify intruders, loiterers, and potential miscreants.			
2	Face Recognition System shall work onreal time and offline mode			
3	Detect and log faces			
4	Recognize faces (with pre-registration)			
5	The system shall work on partial occlusion of face, glasses, scarfs, changes of facial expression etc.			
6	Search for same faces from a single camera or across multiple cameras			
7	The facial recognition system should be able to recognize subjects appearing simultaneously in multiple live video streams retrieved from IP surveillance cameras.			
8	The Facial recognition system shouldseamlessly be integrated to the video management system			
	The system should be able to detect multiple faces from live single videofeed.			
	The FR software system should support to integrate with 3rd party camera(ONVIF Compliant)			

	Shall be able to do automatic face detection & recognition from the CCTVCamera feed OR from user-uploaded			
--	---	--	--	--

	videos/images. Provision to upload suspect's photo & search the face			
--	--	--	--	--

Storage

Sr. no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Required Capacity	<p>The storage capacity should meet the requirement of storage of video recordings from all the cameras (including for the additional no. of CCTV Cameras that may be procured later on) for recordings for a minimum period of 90 days @ 25 FPS at their maximum resolution of all camera OR minimum 300 TB usable whichever is maximum</p> <p>Compression Technique: H.265. System should be under RAID 6 or better configuration</p> <p>m period of 90 days @ 25 FPS at their maximum resolution of all camera OR minimum 300 TB usable whichever is maximum.</p> <p>Compression Technique: H.265. System should be under RAID 6 or better configuration .</p>			
2	HDD type supported	Array should support 15k, 10krpm of SAS drives and 7.2k rpm of NLSAS/ SATA drives (Minimum HDD capacity of 4TB each).			

3	Power supply	Dual power supply for Storage servers and Arrays			
4	Storage Controller s	Dual controllers operate in an active-active environment mirroring each other's cache.			
5		Cache protection shall be provided for at-least 72 hours with battery backup or via flash memory for permanent data protection			
6		There shall be sufficient LED indicators for any activity or fault in any hardware component on the storage including Hard Disk,			

		Controller, Power Supply, Fan module etc.			
7		Storage Management software shall also be provided.			
8	Spare HDD	Two numbers of HDD's same as those used / installed in storage.			
9		All the common & critical components of the storage device, like Controller/CPU, Memory, Network Connectivity, Power Supply Units, Cooling Fans etc. shall be hot-swappable and shall have 1+1 redundancy for automatic failover without any service degradation and no single point of failure shall be there leading to total failure of the storage. Hard disks shall have redundancies in the form of RAID-5 / 6 deployments.			
10		The Storage Device shall be used for storage of video recordings from all IP CCTV Cameras. The capacity utilization of the storage implemented by the successful vendor shall be Verified during Trial Run and if the same is found to be inadequate w.r.t the specified requirement, the vendor shall augment the storage capacity accordingly without any additional financial implication to GAIL and			

		again trial run of the system shall be			
--	--	---	--	--	--

		undertaken for its commissioning.			
11	Mounting	RACK Mounting			
12	Capacity Upgradation	The Storage should have any free space to upgrade the capacity by 20% simply by addition of hard drives.			

Suggested make of Storage-Dell/HP/Hitachi

in server/Storage-all SATA/HDD drive may be replaced by SSD also

- Storage Supplied should be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

LIU 24 PORT LOADED WITH ~~SC/SM~~ Coupler

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
----------	-------------	--------------------------	-------------------------	---------------------------------	---------

1	General	Fully loaded Fibre termination closure including pigtails, connectors/adapters, fixing plates, mounting plates etc.			
2	Enclosure Type	Compact indoor wall mountable enclosure for inter connectivity and termination of optical fibres			
3	Number of ports	48 port Single Mode (24 port Duplex)			
4	Size	Suitable for fixing in Junction Box supplied by the vendor along with other equipment inside the Junction Box			
5	Additional features	Removable rubber grommet - Accessories included: cable ties, mounting ear screws, spiral wrap tube			
6	Cable Plugs	Rubber for 2 cable entries			
7		Include Splice Trays and Spools			

		Includes stick on fibreguides and fibre spliceholder			
		Should be able to manage both splice and terminations			
		Powder coated steel body			

L2 Switches-Industrial Grade

Sr. no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Type	It should be of Industrial Grade, managed switches.			
2	Optical Ports#	Network Module with minimum 2nos of SFPs(INDUSTRIAL) for Single-mode Optical Fibres for supporting minimum 01 Gbps backbone-link/uplink and 10 km of distance. Switch and SFP should be of same make for better performance			Complete with supply of SFPs
3	OPERATIONAL TEMP.	-20°C to 75°C			

4	10/100 Autosensing Ethernet ports(RJ45)	Minimum 8 ports (all portsequipped with PoE IEEE 802.3af Class2).			
5	Compliance	Should be IPV4, IPV6Compliant			

		Should support non-blocking wire speed performance switching bandwidth & forwarding rate			
		Supporting Web Based and CLI based management			
		Should Have DHCP Client			
6	Mounting	Rack/ rail as per requirement			

7	Support Standards	<ul style="list-style-type: none"> • IEEE 802.3x full duplex on 10BASE-T, 100BASE-TX, and 1000BASE-T ports • IEEE 802.3 10BASE-T specification • IEEE 802.3u 100BASE-TX specification • IEEE 802.3ab 1000BASE-T specification • IEEE 802.3z 1000BASE-X specification • IEEE 802.3x FlowControl • IEEE 802.1Q VLAN • IEEE 802.1D Spanning TreeProtocol • IEEE 802.1p CoS Prioritization • IEEE 802.1s • IEEE 802.1w • IEEE 802.1x/IEEE 802.1x-Rev • IEEE 802.3ad • IEEE 802.3af 			
---	-------------------	--	--	--	--

9	Safety and Certification s	<ul style="list-style-type: none"> FCCPart15BClass A Shock/Free Fall: EN60068-2-32 /MIL standard 			
10	Operatin g Voltage*	<ul style="list-style-type: none"> 230 VAC, 50 hzwith redundant power inputs. 			

*Gail will provide only 230 VAC. Suitable adapters required for any other Voltage level foroperating the switches will be scope of vendor. NO extra payment will be made by GAIL.

- All Switches be registered in the name of GAIL IndiaLimited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.**

L3 Switches

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Type	L3 should be of IndustrialGrade, managed switches.			

2	Optical Ports	Network Module with minimum 4 nos of SFPs(INDUSTRIAL) for Single-mode Optical Fibresfor supporting minimum 01 Gbps backbone- link/uplink and 10 km of distance. Switch and SFP should be of same make for better performance			Complete with supplyof SFPs
3	OPERATIONA LTEMP.	-20°C to 75°C			
4	10/100 Autosensing Ethernet ports (RJ45)	Minimum 20 ports (all ports equipped with PoEIEEE 802.3af Class2).			

5	Compliance	Should be IPV4, IPV6Compliant			
		Should support non-blocking wire speed performance switching bandwidth & forwardingrate			
		Supporting Web Based andCLI based management			
		Should Have DHCP Client			
6	Mounting	Rack/ rail as per requirement			
7	Support Standards	<ul style="list-style-type: none"> • IEEE 802.3x full duplex on 10BASE-T, 100BASE-TX, and1000BASE-T ports • IEEE 802.3 10BASE-T specification • IEEE 802.3u 100BASE-TX specification • IEEE 802.3ab 1000BASE-T specification • IEEE 802.3z 1000BASE-X specification • IEEE 802.3x FlowControl • IEEE 802.1Q VLAN 			

		<ul style="list-style-type: none">• IEEE 802.1D Spanning TreeProtocol• IEEE 802.1p CoS Prioritization• IEEE 802.1s• IEEE 802.1w			
--	--	--	--	--	--

		<ul style="list-style-type: none"> IEEE 802.1x/IEEE 802.1x-Rev IEEE 802.3ad IEEE 802.3af 			
8	Safety and Certifications	<ul style="list-style-type: none"> FCC Part 15B Class A Shock/Free Fall: EN60068-2-32 /MIL standard 			
9	Operating Voltages	<ul style="list-style-type: none"> 230 VAC, 50 hz with redundant power inputs* 			

*Gail will provide only 230 VAC. Suitable adapters required for any other Voltage level for operating the switches will be scope of vendor. NO extra payment will be made by GAIL.

- All Switches be registered in the name of GAIL India Limited with the respective OEM. At the time of delivery of materials, bidder shall submit confirmation from respective OEM on its letterhead.

Weather Proof Junction Box IP67 Rated

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Minimum dimension:	Minimum dimension (400mm-500mm)x(400mm-500mm)x(180mm-210mm) - with tolerance of +/- 5 %			
2	Protection	IP-67			Test certificate are required. (PI See note below).

3	Cable entry	Minimum 4			
4	Canopy	Suitable size canopy protecting Junction boxes from water Ingressing.			
5		The vendor shall supply SS cable glands for cable entry for all cables			
6		The junction box should have the provision for housing Power Supply, PDU, LIU, Media			

		converters, Switch inside the junction box.			
7	Lockable	With 2 minimum of 1 no.s of Panel Godrej Lock			
8	Mounting	Mounting will be done on wall, Pole, ground as per requirement. However Proper arrangement should be made to ensure there is no water Ingressing in JB			
9	Sheet Thickness	18 Gauge (MS) Minimum			
10	Painting	Powder quoted.			
11	Earthing	The JB's Should have the provision for earthing.			

- Bidder to provide valid test certificate for offered make from NABL accredited / Govt Lab before delivery of the material. **JB should be able to enclose FTC, Switches/Media Converter/MCBs et al .**

EX Proof Junction Boxes

Sr . no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
1	Enclosure	Ex-d/ EX-e, GAS Gr. IIA IIBAS PER IS: 2148-2004/IEC 60079-1 & IS: 13346-2004/ IEC 60079-0 (2000).			

2	Protection	IP-66 or better			Certificate required (Please see the note below)
3	Area Classification	ZONE-1 & 2 AREA AS PERIS: 5572			
4	Surface temperature classification	T5 and above			
5	Dimensions	Minimum dimension (400mm-500mm)x(400mm-500mm)x(180mm-210mm) with tolerance of +/- 5%			
6	Gasket	Endless Moulded Neoprene			
7	Earthing	1 No. INSIDE & 2 Nos. OUTSIDE, SCREW M6			

8	Cable Entry	1.5" ET X 2 Nos, 1" ET x 1 No, 3/4" ET x 1 No. All entries should be provided with Nickel Plated Brass Stopper Plugs (FLP Ex-d IIA-IIB Rated). Cable entries should be as per the size of the cable supplied. No. of entries of cable will be decided by EIC at later stage			
9	Approval	PESO Certification for Point 1,3,4 NABL accreditation certification for point no 2.			PL attach valid PESO certificate.
10	Door	Screwed lid or hinged door			
11	Mounting Type	Pole/ wall mount as per requirement with supply of standard frame.			
12	Earthing	The JBS should have the provision of earthing from outside and Inside.			

- Bidder to provide valid test certificate for offered make from NABL accredited / Govt Lab before delivery of the material. **JB should be able to enclose FTC, Switches/Media Converter/MCBs et al .**
-

Armoured Electrical Cables (2.5 Sqm)

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Make and Model	Remarks
----------	-------------	--------------------------	-------------------------	---------------------------------	---------

1	Type	1.1 KV grade LT XLPE insulated, 2XWY, extrudedPVC inner sheathed, galvanised round wire armoured as per IS 7098/I (latest edition), suitable for direct laying in underground trenches.			
2	Number of cores	3 (Three)			
3	Conductor	2.5 sq mm stranded withstandard annealed electrolytic copper conductor			

4	Colour code	Red, Yellow and Green			
---	-------------	-----------------------	--	--	--

Supplied Armoured Electrical cables to conform FRLS

Supply and installation of Hot dip Galvanised Poles (7 Meters Height)

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	Type	Heavy Duty self-supported Hot Dip Galvanized Poles for mounting of CCTV cameras along with mounting brackets, ladder arrangement (taking into account of safety during climbing)			
2	Pole Height	7 mtr, Cross-section Circular with gradual decrease in diameter as mention below. Pole Height -6 m of pole height shall be above ground. Foundation to be of 1 metre and pole height to be of 6			

		metres. Pipe diameter to be 3 inches			
3	Average Thickness	4mm			
4	Foundation	M-24 (Nut Bolt of EN 8Grade) cement Concrete Foundation for Pole.			
5	Depth of Foundation	1000 mm (min) / as per pole, design.			
6	Size of Base Plate & Thickness	500 X500 X16 MM thick (Minimum)			
7	Bracket:	Single arm – 150 mm long			
8	Mounting arrangement for junction box	Required			
9	Mounting	Drawing for mounting of CCTV is attached.	Mount may be changed as per requirement of CCTV Camera at the time of installation		
10	Installation	As per drawing.			

OFC Duct

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	Colour of theduct	Light Blue—Self lubricated without rope &without Lining. The HDPE duct (Bending Radius-1.25 mtr. Minimum) either shall belaid in a trench at a depthof 1.65 meters or shall belaid through HDD (Horizontal direction drilling) and optical fibre cable shall be installed using blowing techniques.			
2	Outside diameter	Outside diameter-40.0 mm (Tolerance +/- 0.4 mm - 0.0 mm)			
3	Wall thickness	Wall thickness-3.50 mm (Tolerance +/- 0.20 mm)			
4	Availability of Test Report fromCentral Govt. LAB / NABL/ ILAC accreditedor Central Government Lab/prove conformity of products to the	Test Report of Manufacturer			

	specification				
--	---------------	--	--	--	--

Armoured CAT 6 cable

Sr . no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmation	Offered Makeand Model	Remarks
1	Type	CAT 6, Shielded twisted pair			
2	Construction	4 twisted pairs separated by internal Xshaped.			
3	Armour	Aluminium Wire Armouring/ steel Wire Armouring			
4	No Of Pair	04			
5	Conductor Material	Annealed bare Copper/ Solid Bare Electrolytic Grade Copper			
6	Outer Jacket	PE (Suitable forBurial)			
7	Sequential Marking	At Every Meter			
8	Inner Jacket	PVC			
9	Conductor Resistance (DC	93.5 ohm /1000 Meter @20°C Max			
10	Standard conformation	TEC			

OFC Cables 24 Fibres

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	Number of Fibres	24			
2	Type of cable	Armoured			
3	Fibre type	Single mode (G.652)			
4	Outer Jacket	PE (Suitable for Burial)			
5	Sequential Marking	At Every Meter			
6	Inner Jacket	PVC			
7	Wavelength of operation	1310nm, 1550nm			
8	Attenuation	< 0.36 dB/Km at 1310nm, < 0.23 dB/Km at 1550 nm			
8	Standard	Colour and type of the 24F armoured Single Mode OFC Cable with Telecommunication Engineering Centre (TEC) standard along with Colour Coding of loose tubes:			

9	Tube details	Tube Details-Black -24 fibres armoured Single Mode OFC cable comprising of ITU-T G.652D fibres. 4 or more no.s of tubes with minimum of 2 fibres per tube and 2 tubes as a Fillers of Black colour for maintaining the circularity of OFC. OFC should be meeting TEC standard .Provided OFC should be as per TEC standard			
---	--------------	---	--	--	--

10	Central Strength Member	FRP			
11	General Feature	Central Loose tube with jelly compound. HDPE outer sheath. Excellence crush resistant performance, lightweight, Compact structure. Jelly Filled Multi Tube. Water blocking Glass Yarns.			
12	Availability of Type test report from Central government/NABL/ILAC accredited laboratory to prove conformity of products to the specification	Test Report of Manufacturer			

Bidder to attach the test report of the fibres from Manufacturer at the time of delivery of the material.

Both Duct & 24 fibre OFC cable should meet Applicable TEC Standards

Earth Pit Specifications

Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Make and Model	Remarks
1	Type	Maintenance Free			
2	Electrode	Minimum 3 meters			
3	Type	Copper Bonded material			
4	Electrode Dia	50mm			
5	Terminal size	40*6 mm			
6	Earth resistance	The earth resistance of the Pit should not be higher than the existing earth pits.			Average Earth resistance in the area is 5 Ohm.

- The earth pit should be complete including the civil works, MS covering plates and earth strip of size 1 inch.

Other Installation material

Sr no	Item	Qty	Specification	Bidder's confirmation	Make
1	HDMI cable 5-10Meters	As per requirement for all Clients and servers +2 as spares			
2	Patch cords	As per system requirement + 10 spares	size and type as per requirement		Dlink/Digisol or equivalent
3	Ethernet cables	As per system requirement + 10 spares	size and type as per requirement		Dlink/Digisol or equivalent
4	Flexible CAT-6 and Electrical cables	As per system requirement			
5	cable Saddles	For cable laid across the walls, will be installed at one Foot distance.			
6	Cable glands	SS glands for all cable entry to JBS and Racks.			All the entry points should be provided with cable gland including spares.
7	OFC Joint closure	As required + 4 spares	For 24 fibre OFC and 12 Fibers jointing.		Raychem or equivalent
8	OFC Duct coupler	As required for all Duct joints.			

9	SD Cards	80	Min 64 GB, class 10 for cameras		
10	MCB	Of suitable rating for Cameras and racks			One MCB should be spare at all Junction box and minimum 3

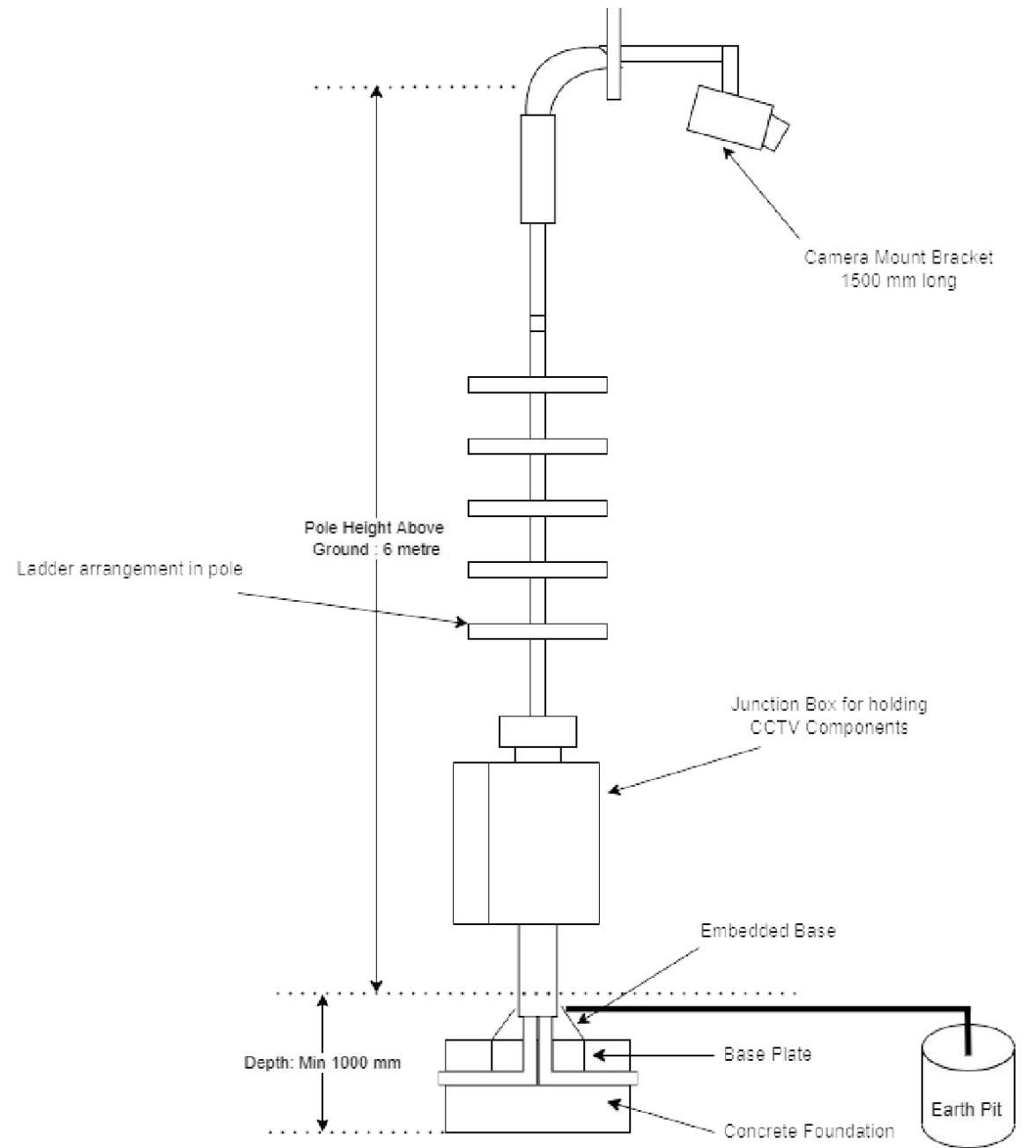
					spare MCB at Server racks
11	Flexible PVC pipes and Plastic channel	As per requirement			For cabling for Indoor cameras
12	lugs, cable ties, labels, tags, ferrules and connectors	As per requirement	labelling, tagging, ferruling, mounting brackets, OFC connectors, Zero DB connectors		
13	Supply and installation of Route markers	200	As per route marker drawing		MATERIAL CAST IRON
14	Clamps for JBfixing	As per requirement			Including for spare JBS
15	Earthing strip and earthing cable green colour size as per site requirement for all JBS, poles and cameras, Rack et el.	As per requirement	Installation will be done by vendor.		
15	Supply and laying of Perforated cable tray 100 mm * 25 mm height	200 meters	Installation as per drawings		
16	Supply of Media converters	20	Single Mode, 1550 nm, 1000 Mbps Ethernet port. 10 Km Range.		

17	Supply and GI pipe minimum thickness 1.5 mm with dia i.5 inches.	100 meters			
18	Warning Sign Boards	20 size 30CM*20 CM			As per Drawings

8 U Rack

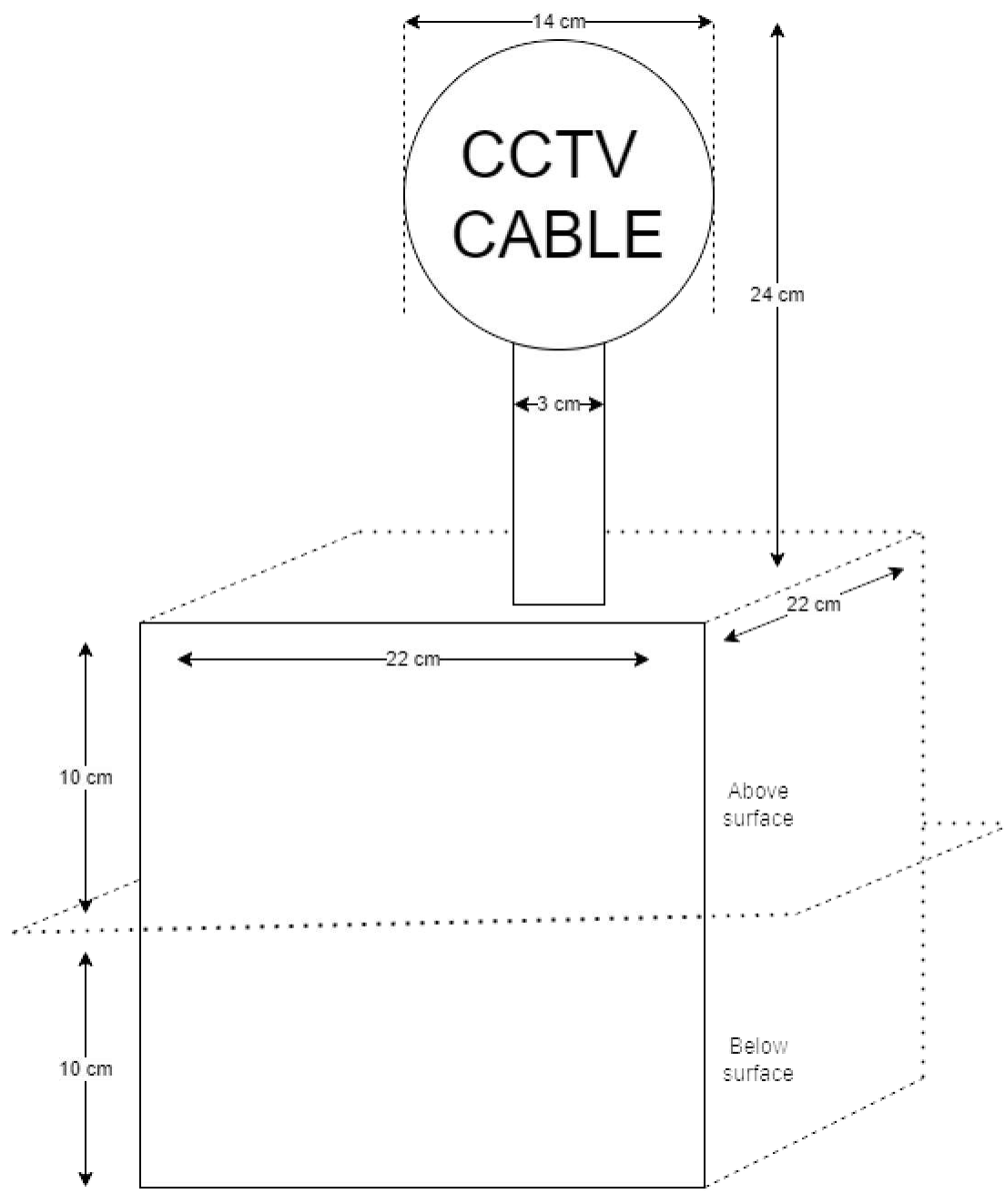
Sr no	DESCRIPTION	MINIMUM SPECIFICATION	Bidders confirmatio n	Offered Makeand Model	Remarks
1	Type	Wall mount 8 U rack			
2	Front Door	Lockable Front toughenGlass door			
3	Basic Frame	Steel			
4	Standard Colour	Powder coated			
5		Top and bottom Panel with ventilation and cableentry facility			
6	Top and BottomCover	Welded to Frame, Ventedand Field Cable entry exitcut outs			

Drawing Pole Installations

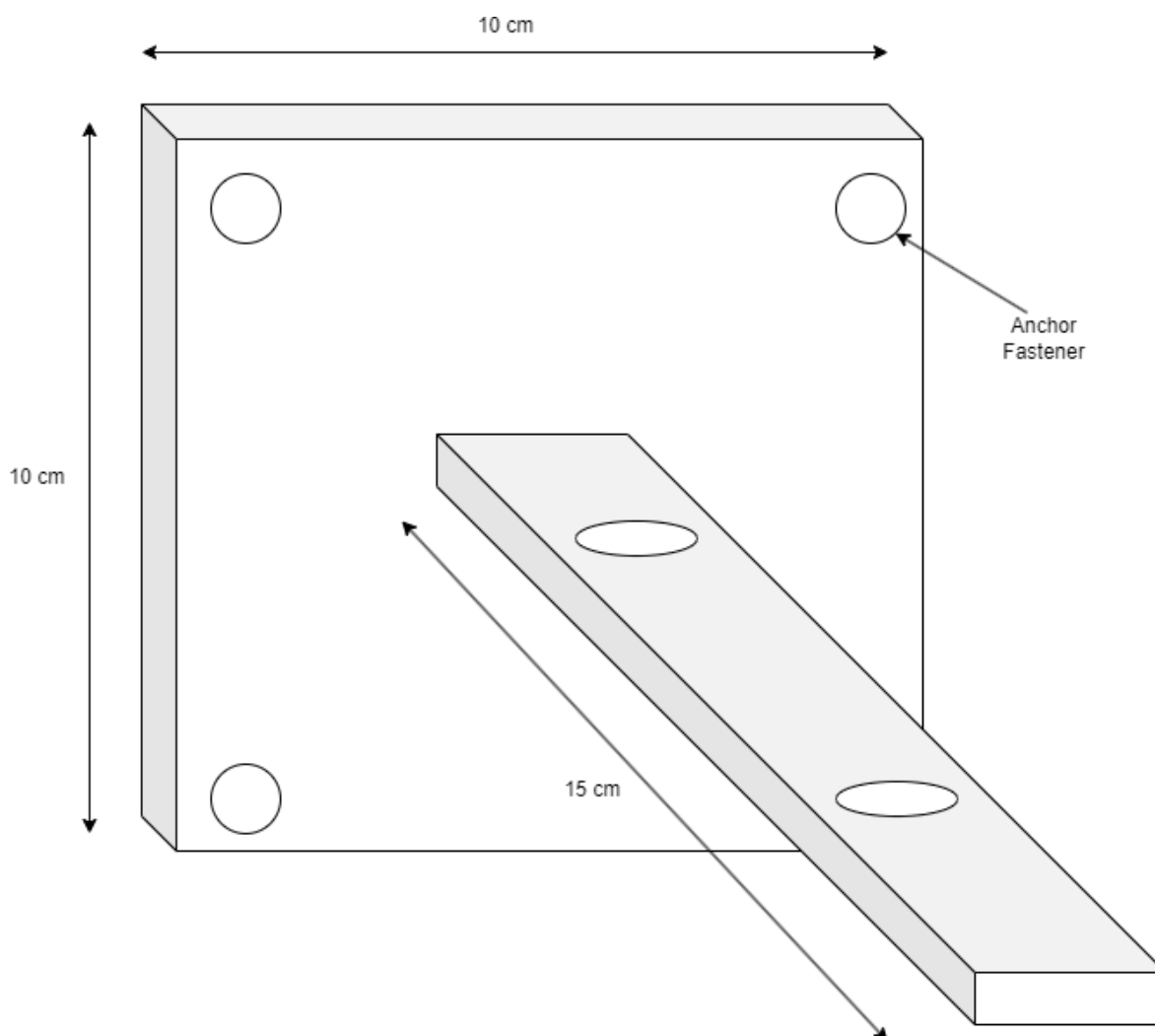


Camera mount Bracket in above drawing of Pole Installations be kept at 150 mm instead of 1500 mm

Drawing Route markers



Cable tray Installation



Material for Base Plate is MS and Sheet Thickness should not be less than 6 mm.
For Arm it should be MS angle size 1 inch.

General Specifications

The CCTV cameras and accessories to be supplied, installed and commissioned should be as per following specifications:

1. The CCTV surveillance system (hereafter interchangeably termed as 'System' also) is required to ensure effective surveillance of GAIL Installations as well as to create a tamperproof record for post event analysis.
2. The System shall be mainly comprising of the below-mentioned items:
 - a) True IP CCD/CMOS Colour Video CCTV Cameras for image & video capturing, having Fixed or P/T/Z Lens with individual IP addresses;
 - b) Camera Servers running Video Recording Software, Video Management Software, Video Motion Detection Software / Video Analytic Software etc.
 - c) Network Attached Storage (NAS) for archiving/storage of the recordings;
 - d) Application software (Video Recording Software, Video Management Software, Video Analytic Software and other required software);
 - e) Client Workstation for System Administration / Management / Maintenance / Video Analytics etc along-with LED Monitors, Keyboards, Mouse.
 - f) Network Ethernet Switches for switching and routing various data etc.
3. The System shall be an open standard based integrated system with IP network centric functional and management architecture aimed at providing high-speed manual/automatic operation for best performance. The System should have ONVIF-S ,G,T profile (Open Network Video Interface Forum) standard/specification compliant CCTV Cameras & Software (Video Management, Video Motion Detection, Analytic Software etc.). The system shall be of open architecture and shall be able to add support for any new video source quickly.
4. The System shall use video signals from various types of indoor/outdoor CCTV cameras installed at different locations, process them for viewing on workstations/monitors at 'Designated Locations' for CCTV monitoring and simultaneously record all the cameras as per requirement after compression using H.264 or better standard. Mouse-KeyBoard shall be used for Pan, Tilt, Zoom, and other functions of desired cameras.

5. The Area under surveillance shall be monitored and controlled from ‘Designated Locations’ for CCTV monitoring through workstations and Mouse Control. The System should facilitate viewing of live and recorded images and controlling of all cameras by the authorized users present in the Network.
6. Camera Servers shall be available off-the-shelf, on which all the 64-bit software like Application software, Video Management software, Video Recording Software, Video Motion Detection / Video Analytics Software, etc. shall be installed and operate. Each Camera Server shall have the license for minimum 50 cameras with Video Analytics , thus a total of license for a minimum of 100 CCTV cameras should be made available. Failover Server shall have the license for minimum of 100 CCTV cameras with Video Analytics .At the time of acceptance , license for all the (a minimum of 100) CCTV cameras should be activated and should be made available on the server(including Failover Server). The support for the same from the OEM should be made available for 5 years (A certificate from the OEM in this may be submitted during acceptance of the project.)
7. The Server shall offer both video stream management and video stream storage management. The recording resolution and frame rate for each camera shall be user programmable.
8. Facility of camera recording in 5-25 FPS - user selectable as well as in any standard resolution quality upto their maximum resolution – Selectively on individual or on Group of cameras must be available in the system.
9. All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp. Camera ID, Location/Area of recording & date/time shall be programmable by the system administrator with User ID & Password.
10. Video stream from individual cameras shall be recorded on respective Camera Server &, subsequently, archived to SAN / NAS / RAID BACKUP DEVICE (Storage) device. System shall have provision to automatically over-write the new information after the period of 90 days in FIFO manner & necessary script/algorithm must be available in the application.
11. In order to optimize the memory, while recording, video shall be compressed using H.264 or better standard and streamed over the IP network. Once on the network, video can be viewed on a client workstation or monitor using a hardware decoder (compatible standard Receiver) and shall be recorded on CAMERA SERVER and shall be backed up on SAN / NAS / RAID BACKUP DEVICE (Storage) device on continuous & real-time basis.
12. The System through SAN / NAS / RAID BACKUP DEVICE (Storage) device for archiving/storage of the recordings) shall provide sufficient storage of all the cameras recordings for a minimum period of 90 days @ 25 FPS, at their highest resolution (as mentioned under Technical Specification minimum of 2 MP) considering a Minimum of

XMbps (as detailed in Storage Specification sheet) bit rate with continuous recording (24X7 operation) with recording at 100% of bandwidth.

13. Fail-over feature is required (in 2+1 configuration) i.e. in case of failure of a CAMERA SERVER the relevant cameras under its control / management shall automatically switch over to the redundant CAMERA SERVER.
14. Synchronized Failover feature should be provided with the System to avoid any single point of failure and the System should sustain all its current operations i.e. recording, playback and live video event in the event of primary / failover server failure.
15. All the Camera, Servers, NAS, Client Workstations or any other system should be provided with software along-with its license, to view and control the cameras and retrieve the recorded video images from the CAMERA SERVER/ SAN / NAS / RAID BACKUP DEVICE (Storage) device seamlessly. Web view of cameras shall also be supported by the system with security consideration.
16. The Video Recording & Management Software of the CCTV Surveillance System shall support the following:
 - (a) The software shall operate on open architecture (complying to ONVIF-S,G,T profile standards/specifications).
 - (b) The software should have inbuilt facility to store configuration of cameras.
 - (c) The software should be able to control all cameras i.e. PTZ control, Iris control, auto/manual focus, and colour balance of camera, Selection of presets, Video tour selection etc.
 - (d) The software shall be able to generate reports of stored device configuration and shall be able to provide alarm and alarm log.
 - (e) The software should have user access authority configurable on per device or per device group basis.
 - (f) The administrator should be able to add, edit & delete users with rights. It shall be possible to view ability / rights of each user or the cameras which can be viewed & controlled as per the permission assigned by the administrator. The users should be on a hierarchical basis as assigned by the administrator. The higher priority person can take control of cameras, which are already being controlled by a lower priority user. There should be minimum 3 hierarchical levels of security for providing user level log in.
 - (g) It should have recording modes viz. continuous, manual, or programmed modes on date, time and camera-wise. All modes should be disabled and enabled using scheduled configuration. It should also be possible to search and replay the recorded images on events, date, time and camera-wise. It should provide onscreen controls for remote operation of PTZ cameras. It should have the facility for scheduled recording. Different recording speeds (fps) and resolution for each recording mode for each camera should be possible.
 - (h) The settings shall be individually configurable for each alarm and each camera pre-record duration. This shall allow the Camera Server to capture video prior to the

- alarm/event, as well as after the alarm/event. It shall be selectable from a list of values ranging between 0 seconds and 2 minutes or more.
- (i) The software for clients should be working on a browser based or client based system (All required licences for the client software (minimum 6 no.) shall be provided for remote users in a secured way.
17. The system must support video motion detection algorithms (residing either in CCTV Cameras or Video Management Server end). The enabling of Video Motion Detection shall be user-configurable: either in a continuous basis or in scheduled manner for particular times, dates, days, months etc.
18. The algorithm must be able to provide the minimum functionalities of detect and track objects, learn the scene, adapt to a changing outdoor environment, ignore environmental changes including rain, hail, wind, swaying trees and gradual light changes.
19. The user shall be able to configure the parameters for each camera: Detection Type: Continuous or scheduled the system shall support video analytic software for real-time processing of live video streams and take consequent actions based on the rules set in the system. As the Video Analytic Software is resource hungry, selection of CCTV Cameras for which Video Analytic Software is required to be implemented, shall be planned before designing the system hardware. The system shall support activation of the video analytic software for any or all installed CCTV Cameras. The system must have the minimum features for: Actions to Perform When Motion is detected: Generate an alarm in the Security System & Start a recording.
20. The system shall support video analytic software for real-time processing of live video streams and take consequent actions based on the rules set in the system. As the Video Analytic Software is resource hungry, selection of CCTV Cameras for which Video Analytic Software is required to be implemented, shall be planned before designing the system hardware. The system shall support activation of the video analytic software for any or all installed CCTV Cameras. The system must have the minimum features for :
- (a) Intrusion detection
 - (b) Wrong direction movement detection
 - (c) Trip-wire
 - (d) Crowd detection
 - (e) People & Object
 - (f) Camera Tampering
 - (g) Loitering
 - (h) Unattended Object
 - (i) Object Removal detection

21. The Software shall support seamless integration with all other software of the system. The software should be ONVIF-S,G,T, profile compliant and the API for integration with 3rd party video management systems shall also be available. The system shall be flexible and of open architecture so that it should be possible to implement any custom video analytics feature in all cameras (In case of PTZ camera only when it is in fixed mode) as per requirement during implementation of the system.
22. System shall be triplex i.e. it should provide facility of Viewing, Recording & Replay simultaneously.
23. System must provide built-in facility of watermarking to ensure tamperproof recording so that these can be used as evidence at a later date, if so desired. The recording shall support audit trail feature.
24. The offered system shall have facility to export the desired portion of clipping (for a duration: from a desired date/time to another desired date/time) on CD or DVD. Viewing of this recording shall be possible on standard PC using standard software like windows media player / supporting format etc.
25. System should have feature to generate alert in case of any tampering with the CCTV cameras.
26. System should have feature to generate alerts when the data utilization in storage system gets near to its full capacity.
27. The System should provide inter-operability of hardware, OS, software, networking, printing, database connectivity, reporting, and communication protocols. System expansion should be possible through off-the-shelf available hardware like servers and PC/Workstations.
28. Synchronized Failover directory feature should be provided with the offered systems to avoid the single point of failure. Also the system should sustain all its current operations i.e. Recording, playback and live video even in the event of primary as well as failover directory failure. This functionality can either be loaded on any of the recording server or on a dedicated server.
29. The System must support integration with PA system, Access Control System, Fire-Alarm Systems etc. with open protocol like MODBUS, TCP/IP. The SDK, License for the same shall be provided by vendor.
30. The System should not require any renewal / upgradation of any license (for Hardware / Software) without any system upgradation after successful commissioning of the system at site.
31. System shall have provision of integration with GAIL's Telecom / IT infrastructure for extending the accessibility / monitoring of CCTV cameras to/from other GAIL locations.

The System must have the capability to integrate with other IP network for remote operation / monitoring of the system. The system shall support Remote Clients with following minimum functionalities:

- (a) Login from client software
- (b) Remote view and search
- (c) Remote configuration

- 32. The system shall support web based clients connecting to it via the Internet.
- 33. The System shall keep track of all configurations & events in the form of log. This will help in proper System administration & management of redundancies etc.
- 34. The System shall support the following provisions for system integration & customization:
 - (a) Simple API for integration with 3rd party Video Management Systems
 - (b) Advanced meta data streaming API
 - (c) Seamless connection with Video Analytics Enterprise server used for managing individual Video Analytics Software instances and generating combined reports.
- 35. The System should support automatic full system restore after unexpected events like complete power loss.
- 36. All the major components of the CCTV systems shall be latest but field-proven and shall not be End-of- Life / Outdated; the same shall have to be supported by concerned OEM for at-least 5 years period from the date of supply. Certificate in this context from concerned OEM shall be provided with the bid.
- 37. The power cable (2.5 mm) and Ethernet cat 6: both should be armoured. Supply, installation, Clamping, Fixing be done in an aesthetics way on the pole/L-shape angle etc.
- 38. All the common & critical components of the storage device, like Controller/CPU, Memory, Network Connectivity, Power Supply Units, Cooling Fans etc. shall be hot-swappable and shall have 1+1 redundancy for automatic failover without any service degradation and no single point of failure shall be there leading to total failure of the storage. Hard-disks shall have redundancies in the form of RAID-6 deployments. All licenses for the all the features / facilities shall be provided.

FUNCTIONALITIES:

The minimum functionalities of the CCTV Surveillance system shall be as under:

- 39. **Viewing:** The system shall provide the following viewing functionalities as a minimum:

Live Video: The live output from cameras shall be viewed on LED TVs connected to Client Machines. These shall support Single camera view and Quad view of up to sixteen

cameras in 4X4 matrix. All the cameras in the view shall provide simultaneous live streams.

Also the software should support viewing in 2X2 matrix with software configurable manner; Sequence viewing of camera preset positions; Modifying settings for a camera; Modifying recording settings for a camera; Adding and deleting cameras; Creating schedules for recordings and video motion detection; Monitoring of multiple alarms, Modifying Video Analytics settings and tuning for: Video Motion Detection / Object Classification etc. Users shall be able to select a camera from a tree control listing the cameras available to the user.

Single Camera: With this functionality, the user shall be able to:

- (a) View the live output from any selected camera;
- (b) Pan, tilt, zoom and focus any PTZ camera using a mouse, keyboard / Software at the Client PC/Server.
- (c) Manually record live video.
- (d) SD Card to support the video recording / storing in case of temporary network/servers/etc. failure.

Quad View: With this functionality, the user shall be able to view in 2x2 or 4x4 view. A quad view consists of cameras viewed simultaneously on a single display. The quad view shall be divided into four quadrants. For each quadrant the quad view shall have number of cameras or be blank. Within each quadrant the quad view shall be configured to cycle between any of the cameras accessible to the user on a configurable time basis. Any Camera can be assigned to any quad.

Sequence View: With this functionality, the user shall be able to view cameras in sequence. A sequence view consists of a single camera view, which can be cycled on a time basis. Pan-tilt-zoom cameras, which support preset positions, can have these presets cycled on a time basis. In this way an operator can view a variety of presets on a series of PTZ cameras. Fixed cameras can also be included in the sequence and cycled accordingly. There shall be no limit to the number of cameras that can be assigned to a single Sequence View. There shall also be no limit to the number of available Sequence Views. Each salvo should be made available for a specified length of time.

40. **Camera settings:** Through this functionality the users shall be able to configure all settings for all cameras in the network. The configurable settings shall be minimum:

- (a) Camera Details (Name, Location, Description, Camera ID, Frame-rate, Unicast/Multicast transmission of video etc.);
- (b) Camera Connection (Pan speed, Tilt Speed, Zoom speed, Focus speed, Iris speed etc.);
- (c) Camera PTZ Control;
- (d) Security (Control Level, Control Reservation Period etc.);
- (e) Camera Deletion

41. **Recording:** Through this functionality the users shall be able to record live video in following methods:

- a. **User activated:** With user-activated recording, the user shall be able to record video streams with various configurable parameters for any camera like: Pre-Record Duration, Frame Rate, Record Duration, Retention Period etc. Frame rate for the recording
 - b. **Event activated:** With event-activated recording, the system shall be able to automatically record video streams from any camera on reporting of any pre-defined event or alarm. In this, user can configure various parameters like: Pre-Record Duration, Post-Record Duration, Frame Rate, Retention Period etc.
 - c. **Scheduled:** The system shall have the ability to schedule recordings for each individual camera for times in the future. For each scheduled recording the user shall be able to configure the following:
 - i. Start time
 - ii. Stop time
 - iii. Frame rate for the recording
 - iv. Retention period before the recording will be deleted
 - v. Recurrence (if this is to be a recurring schedule)
 - vi. DescriptionThere shall be no limit on the number of schedules that can be entered for the system.
There shall be no limit to the number of schedules per camera.
42. **Video motion detection activated:** The system must have the ability to record video streams based on video motion detection algorithms; the motion detection functionality can be achieved from the Cameras or Servers on continuous or scheduled manner.
43. **Snapshot:** The system shall provide every operator (client) with the ability to record the current frame of video. This snapshot of video shall be stored as a bitmap file. The file name shall be automatically generated by the software and include the camera name, date and time of the recording.
44. **Alarm Handling:** The system shall support the following alarm-handling features:
- (a) Alarms categorization – logs, warnings and alerts
 - (b) Manual and auto alarm acknowledgement
 - (c) Alarms stacking / queuing
 - (d) User configurable alarm handlers
 - (e) Generation of Email / SMS for alarm reporting
 - (f) FTP upload (in Camera)
 - (g) Alarm video clip recording
 - (h) Alarm image recording
45. **Search:** The system shall provide a simple search for all video recorded. The search shall be based on minimum:
- (a) Camera based search
 - (b) Time based search
 - (c) Event based search

It shall also include any cameras including those that might have been deleted from the system but still have video stored on a Camera Server or on archived media. The time

criterion shall be selected from a calendar and time line control.

The software shall be able to generate reports with images and videos, Charts and graphs etc. The system should also support generation of reports that can also be exported to XML / CSV / PDF formats and it shall also be possible to generate automatic periodic report.

46. **Viewing Recordings:** The system shall make available recorded video to all clients, which have adequate security. Each user shall only be able to view recordings from cameras they have security access to view. A display shall be provided to view recordings from any Operator Station. From this display, the operator can select the recording he/she wishes to view, which shall be immediately shown in an embedded video player. System should be capable of providing facility of viewing, recording & replaying simultaneously without compromising the quality.
47. **System and User Audit Trail:** System shall have the capability that all user actions on the Operator Station be recorded in a log file along with the Security System. System should ensure that once recorded, the video cannot be altered, ensuring the audit trail intact for evidential purpose. This log must also contain a history of the status of the system components. It shall list the status of all cameras, streamers, servers and other system components including when they were disabled or failed. The log of user and system actions shall be available in text format and automatically included with any video recordings that are exported.
48. **Storing & Archiving:** The system shall include an online storage for maintaining minimum Video stream recording from individual cameras on respective Camera Server & subsequently archived to SAN / NAS / RAID BACKUP DEVICE (Storage). The Camera Server shall store 1 day's recorded Video stream from all the CCTV Cameras on continuous basis for the PTZ Cameras and on motion-detection basis for the Fixed cameras at any resolution up to its maximum resolution as mentioned under Technical Specifications @ 25 FPS frame rate and subsequently shall be archived to SAN / NAS / RAID BACKUP DEVICE (Storage). The SAN / NAS / RAID BACKUP DEVICE (Storage) shall have capacity of archiving minimum 90 days for 96 camera or MINIMUM 225TB usable capacity storage of each SAN / NAS / RAID BACKUP DEVICE (Storage). Recording from all the CCTV Cameras on continuous basis for the PTZ Cameras and on motion-detection basis for the Fixed cameras at any resolution up to its maximum resolution as mentioned under Technical Specifications @ 25 FPS. System shall have provision to automatically over-write the new information after the period of 90 days in FIFO manner & necessary script/algorithm must be available in the application.
49. **Additional Functionalities / Features:** In addition to above mentioned functionalities, the following functionalities shall also be supported by the system:
- (a) Support for numerous third-party applications and plug-ins to provide a broad range of integration options including access control, analytics tools, central monitoring, alarm handling etc.
 - (b) Supports up to Six concurrent users and licensed to grow.
 - (c) Bandwidth usage indicator

- (d) Independent layout settings for each screen
- (e) Instant replay
- (f) Magnifying glass/Digital zoom
- (g) Interactive digital PTZ
- (h) Video overlay text
- (i) USB/Network-based joystick support
- (j) Automated daily reports e-mailing
- (k) Video navigation - play, pause, up to 16X fast forward and up to 16X rewind in multiple steps
- (l) Automatic optimization option in server to lower resource usage, after the settings are done.
- (m)Diagnostics parameters display
- (n) Watchdog to monitor system & application health
- (o) Existing CCTV Camera details- Samsung make CCTV Cameras

50.

ENVIRONMENTAL CONDITIONS:

The CCTV System offered shall be capable of maintaining its guaranteed performance when operating continuously round-the-clock under the following environmental conditions.

a)	Operational Temperature	10 °C(to +35 °C [For CAMERA SERVER & SAN / NAS / RAID BACKUP DEVICE (Storage)]
		(-) 10°C to (+) 50°C [For all other supplied items, that are to be installed outdoor, if not mentioned otherwise specifically under specification]
		-5 °C to +60 °C
b)	Storage	The equipment shall withstand transportation & handling by air sea & road under packed conditions
c)	Shock and vibration	As required for electronic equipment working in vicinity of compatibility HF/VHF/UHF systems
d)	Electro Magnetic	

51.

- (a) **SUGGESTED MAKES OF CCTV CAMERAS:** American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix /

(b) **SUGGESTED MAKES OF VMS:** Cisco / Genetec / Milestone / MindTree / Mirasys / NICE / UltraIP / Verint / i2V / Approved Make of Camera-OEMs [American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix]

(c) **SUGGESTED MAKES OF VAS:** Video IQ / Mate / i2V/Object Video / Agent VI / NICE / Verint / iOmniscient / Approved Make of Camera OEMs [American Dynamics / Infinova / Vicon / Axis / Indigo Vision / Sony / Panasonic / Bosch / Pelco / Honeywell / DVTel / Mobotix]

(d) **SUGGESTED MAKES OF EXTERNAL IR (IF ANY):** Videotec/Raytec/Bosch/Axis

52. The bidder should offer only one make and model of any given items (CCTV Cameras/NAS/Server/Switches/UPS/Client PC/cables). In case it offers multiple make/Model of the items, GAIL reserves the right to select the make and model of the items from the offered choices.

SECTION-VII

SCHEDULE OF

RATES/PRICE SCHEDULE

**[Note: Prices shall be quoted on GeM Portal
Inclusive of all charges & GST on FOT site
basis]**

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

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

OFFICE MEMORANDUM

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

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

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

Guidelines

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

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

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

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

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

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

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

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

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

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

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

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.


(Kanwalpreet)
Director

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

To

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

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

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

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

F-13
INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Rohita Jain

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

Rohita Jain

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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

Rohita Jain

INTEGRITY PACT**(To be executed on plain paper)****Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as “Principal”).****AND****_____ (here-in-after referred to as “The Bidder/ Contractor”).
(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).****PREAMBLE**

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

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process

or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange

Rohita Jain

any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with

Rohita Jain

any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor

Rohita Jain

can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, GAIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Rohita Jain

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

Rohita Jain

(For & on Behalf of Principal)
(Office Seal)

ROHITA JAIN

(For & on Behalf of Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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