



DOCUMENT NO. GAIL/NOIDA/C&P/PD/2021-22/043

E-TENDER NO. 8000018906

**REQUEST FOR EMPANELMENT (RFE) OF
SOLAR EPC AND O&M CONTRACTORS FOR
DEVELOPMENT AND SUBSEQUENT O&M
OF PV BASED SOLAR POWER PROJECTS OF
GAIL (INDIA) LTD.**

GAIL (INDIA) LIMITED
(A Maharatna Company)
B-35 & 36, 17th FLOOR, JUBILEE TOWER,
SECTOR-1, NOIDA 201301 (U.P.), INDIA



DISCLAIMER

1. Though adequate care has been taken while preparing the Request for Empanelment (RFE), the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer immediately. If no intimation is received from any bidder within 10 (Ten) days from the date of issuance of Request for Empanelment (RFE) documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s)
2. GAIL (India) Limited reserves the right to modify, amend or supplement this document.
3. While this tender document has been prepared in good faith, neither GAIL (India) Ltd. nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
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Place: Noida

Date: 11.09.2021



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SECTION-I

NOTICE FOR EMPANELMENT



1

Notice for Empanelment of Solar EPC and O&M Contractors for Development and subsequent O&M of PV Based Solar Power Projects of GAIL (India) Limited

Ref No: GAIL/NOIDA/C&P/PD/2021-22/043

Date: 11.09.2021

To,

Prospective Bidders

Subject: Request for Empanelment (RFE) of Solar EPC and O&M Contractors for Development and subsequent O&M of PV Based Solar Power Projects of GAIL (India) Limited.

Dear Sir/Madam,

GAIL (India) Limited [having registered office at 16, Bhikaji Cama Palace, New Delhi 110066 CIN No. L40200DL1984GOI018976], is the largest state-owned natural gas processing and distribution company and the youngest Maharatna. GAIL (India) Limited also holds a portfolio of Solar PV Power Plants and is scaling-up its portfolio in Solar Sector to achieve the growth plan and to become a leading Independent Power Producer. GAIL (India) Limited intends to empanel sound, capable and competent Solar EPC and O&M Contractors having good track record for carrying out EPC work of Solar PV based large scale Solar Power Projects. In this regard, GAIL (India) Limited invites bids from eligible bidders for the subject works, in complete accordance with the following details of the tender document.

1.0. The brief details of the tender are as under:

Table 1 Tender Details

(A)	NAME OF WORK	Empanelment of Solar EPC and O&M Contractors for Development and subsequent O&M of PV Based Solar Power Projects of GAIL (India) Limited							
(B)	RFE NO. & DATE	Document no. GAIL/NOIDA/C&P/PD/2021-22/043 Date : 11.09.2021							
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE SYSTEM</td> <td>BID</td> <td>✓</td> </tr> <tr> <td>TWO SYSTEM</td> <td>BID</td> <td>✗</td> </tr> </table>		SINGLE SYSTEM	BID	✓	TWO SYSTEM	BID	✗
SINGLE SYSTEM	BID	✓							
TWO SYSTEM	BID	✗							
*Price bid is not required for empanelment									



		process.				
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td>✓</td> </tr> <tr> <td>MANUAL</td> <td>✗</td> </tr> </table> <p>E-tender no.: 8000018906</p>	E-TENDER	✓	MANUAL	✗
E-TENDER	✓					
MANUAL	✗					
(E)	EMPANELMENT PERIOD	3 YEARS FROM DATE OF EMPANELMENT				
(F)	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td>✗</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗					
NOT APPLICABLE	✓					
(G)	AVAILABILITY OF RFE DOCUMENT ON WEBSITE(S)	<p>From 11.09.2021 (10:00 Hrs. IST) to 05.10.2021 (14:00 Hrs. IST) on following websites</p> <p>(i) GAIL's Tender Website – www.gailtenders.in</p> <p>(ii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in</p> <p>(iii) Govt. CPP Portal - https://eprocure.gov.in</p>				
(H)	DUE DATE, TIME FOR SUBMISSION OF BID RELATED QUERIES	Two (02) days prior to pre bid meeting				
(I)	DATE & TIME OF PRE BID MEETING	<p>Date: 20.09.2021</p> <p>Time: 11:00 hrs</p> <p>Pre bid meeting shall be conducted virtually through MS-teams and same may be joined through following link</p> <p>Click here to join the meeting</p>				
(J)	DUE DATE & TIME OF BID-	Date: 05.10.2021				



	SUBMISSION	Time: 14:00 Hrs
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Manoj Kumar Designation: Sr. Manager (C&P) Phone No. & Extn : 0120-2446400 (Extn. 11704) Direct No.: 120 - 2547855 e-mail : manoj15607@gail.co.in

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

1. Solar EPC and O&M Contractor Empanelment are invited through electronic tendering system of GAIL (India) Limited. Bidders must submit necessary documents to GAIL (India) Limited, the acceptance of documents at GAIL's portal (<https://etender.gail.co.in>) shall close immediately after the Due Date & Time of Application submission and no applications can be accepted thereafter.
2. This RFE calls for documents on single point "Sole Bidder" responsibility basis (JV/Consortium not allowed) and in total compliance of the Tender Document.
3. Bidder must submit their documents strictly in accordance with the instructions stated in the bidding document. This Notice for Empanelment of Solar EPC and O&M Contractors is an integral and inseparable part of the bidding document.
4. Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to get empanelled as Solar EPC and O&M Contractor with GAIL (India) Limited under this Tender, may download the complete Tender Document along with its amendment(s) if any from websites stated in Table 1 (G) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
5. Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
6. Bidders may submit their queries via. email to GAIL (India) Ltd. at least two (02) days before the date of Pre-bid meeting and no cognizance shall be taken for the queries submitted afterward. The email ID in this regard is mentioned Table 1 (K).
7. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in this tender document
8. A Bidder shall submit only 'one [01] Bid' in the same Bidding Process as single entity. 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.
9. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
10. 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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GAIL's action.
11. Bids shall be kept valid for period 120 days from the final Due date of submission of bid'.



A Bid valid for a shorter period may be rejected by GAIL as 'nonresponsive'.

12. This is an empanelment exercise. Successful empanelment by GAIL (India) Limited is no guarantee of any award or inclusion in a particular tender

This is not an order.

For & on behalf of

GAIL (India) Limited

(Authorized Signatory)

Name : Manoj Kumar

Designation : Sr. Manager (C&P)

E-mail ID : manoj15607@gail.co.in

Contact No. : 0120-2446400 (Extn. 11731), 2547855,



SECTION II

INTRODUCTION



2 Section II: Introduction

GAIL (India) Ltd., a Maharatna Company, is India's principal Natural Gas Company with activities ranging from Gas Transmission and Marketing to Processing (for fractionating LPG, Propane, Naphtha and Pentane); transmission of Liquefied Petroleum Gas (LPG); production and marketing of Petrochemicals like HDPE and LLDPE.

The Company has also extended its presence in Wind & Solar Power, City Gas Distribution and Exploration & Production through equity and joint venture participations. Presently, GAIL is having an installed capacity of 118 MW of wind energy generation plants in Gujarat, Tamil Nadu and Karnataka and 10.76 MW of solar power generation plant(s) in Rajasthan (5 MW) and GAIL, Pata (U.P) (5.76 MW). Besides, around 7.64 MW of solar plant projects are under various stages of implementation (3.39 MW) at GAIL, Vijaipur complex, (2.64 MW) at GAIL, Pata and (1.61 MW) at various GAIL's O & M locations. GAIL (India) Limited in its endeavour to promote the use of clean energy, intends to scale up their operation in Solar PV sector and envisions to position itself as an Independent Power Producer. In this context, GAIL intends to empanel sound, capable and competent EPC contractors having good track record for carrying out EPC work of Solar PV based Solar Power Projects.

2.1 Definitions

- a. 'Opportunity' shall mean tenders for development of Solar PV Plants where GAIL intends to participate as an Independent Power Producer.
- b. The expression "Vendor / Contractor / EPC Contractor/Solar EPC and O&M Contractor / Bidder" shall mean the Agency empanelled by GAIL (India) Ltd. for the execution of the Solar PV Power Plant work and this shall include their legal heirs, successors and permitted assignees.
- c. The expression "Tender / Bid / Request for Empanelment (RFE)" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- d. Throughout the Request for Empanelment, the terms 'Bid', 'Tender', 'Request for Empanelment' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- e. 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.
- f. The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation for Bid (the "**Tender Document /Bid Document/ Request for Empanelment**") issued by Employer. Employer/Owner/GAIL occurring herein under shall be considered synonymous.

2.2 Methodology

Successful bidders shall be empanelled with GAIL (India) Limited as Solar EPC and O&M Contractors for a period of 3 years from the date of issue of **Letter of Empanelment** based on the terms and conditions of the RFE document.

Post empanelment, GAIL shall shortlist relevant bidding opportunities for development of Large Scale Solar Power Plants for its participation. For each such opportunity, GAIL shall float a limited tender among empanelled Solar EPC and O&M Contractors to get firm quotes. The limited tender shall contain certain back to back conditions specific to the opportunity and Solar EPC and O&M Contractors shall have to agree with such condition. These firm quotes shall be used by GAIL for estimating the EPC and O&M prices to quote in the actual opportunity.

In case, GAIL wins an opportunity, an e-reverse auction shall be conducted among the shortlisted bidders of the limited tender stage and the bidder who emerges as L1 at the end of



e-reverse auction shall be awarded the contract for EPC and O&M work of the project.

Table 2.A The entire methodology for awarding work to Empanelled Solar EPC and O&M Contractor is tabulated below

S No.	Process	Scope
1	Release of Tender for Empanelment of EPC Contractors	GAIL (India) Limited/
2	Clarifications sought by interested bidders	Interested Solar EPC and O&M Contractors
3	Response to queries	GAIL (India) Limited
4	Submission of Bid Documents by Bidders	Interested Solar EPC and O&M Contractors
5	Final Empanelment List of Bidders	GAIL (India) Limited
6	Issue of Letter of Empanelment	GAIL & Empanelled Contractor
7	Shortlisting of relevant bid opportunity for GAIL to participate.	GAIL
8	Release of Limited Tender among Empanelled bidders to get firm quotes for EPC cost and 10 Year O&M cost of the project	GAIL
9	Submitting bids for the limited tender	Solar EPC and O&M Contractor
10.	GAIL's participation in the opportunity based on firm quotes received from successful bidders of limited tender for the specific opportunity	GAIL
11.	Results of the competitive process declaration and in case of a win signing of the Power Sale Agreement	GAIL
12	In case of win by GAIL, e-reverse auction ¹ among shortlisted bidders of limited tender stage.	GAIL
13	L1 bidder at the end of e-reverse auction shall be awarded the contract for EPC and O&M work of the project.	GAIL

Notes

- i. H1 bidder in the limited tender shall not be eligible for reverse auction. However, in case of three or less than three qualified bidders, H1 will be allowed to participate in



reverse auction process. Further, no public opening of price bid will be done considering the RA provision.

2.3 Contents of the Request for Empanelment Document

The contents of 'Request for Empanelment (RFE)' Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)'

Section-I : Notice for Empanelment of Solar EPC and O&M Contractors

Section-II : Introduction

Section-III : Bid Evaluation Criteria [BEC] & Evaluation methodology

Section-IV : Instructions for Empanelment

Section-V : Limited Tender for Actual Opportunity*

- ¹ ¹Reverse Bidding Process: Refer Ready Reckoner for Bidders 'Reverse Auction' process document available at <https://etender.gail.co.in/irj/portal>

*The limited tender shall be applicable at the time of actual opportunity. However, the bidders must give their acceptance to all terms and conditions at the time of submitting documents for empanelment. It is pertinent to mention here that there may be amendments to this document to accommodate specific clauses with respect to the actual opportunity as well as changes in internal procedure of GAIL.



SECTION III

BID EVALUATION CRITERIA AND EVALUATION METHODOLOGY



3 Section III: Bid Evaluation Criteria (BEC) & Evaluation Methodology

3.1 TECHNICAL CRITERIA:

3.1.1 BEC (Technical) for Category A: 100 to 200 MW (AC)

- i. The Bidder should have experience of design, engineering, supply, erection/ installation, testing and commissioning of Grid Connected Solar Photovoltaic (SPV) based power plants of cumulative installed capacity 75 MW (AC) or above on LSTK/EPC basis in last Seven (07) years as on bid submission date.
- ii. Out of the above mentioned 75 MW (AC) capacity, the bidder should have executed at least one Grid Connected Solar Photovoltaic (SPV) based power plant not less than 30 MW (AC) installed capacity at a single location in last Seven (07) years and should have been in successful operation for at least six (06) months as on bid submission date.
- iii. The bidder should have successfully completed operation & maintenance (O&M) of at least one Grid Connected Solar Photovoltaic (SPV) based power plant of capacity not less than 10 MW (AC) installed capacity for a period of minimum one (01) year in last Seven (07) years as on bid submission date.

3.1.2 BEC (Technical) for Category B: 201 to 300 MW (AC)

- i. The Bidder should have experience of design, engineering, supply, erection/ installation, testing and commissioning of Grid Connected Solar Photovoltaic (SPV) based power plants of cumulative installed capacity 125 MW (AC) or above on LSTK/EPC basis in last Seven (07) years as on bid submission date.
- ii. Out of the above mentioned 125 MW (AC) capacity, the bidder should have executed at least one Grid Connected Solar Photovoltaic (SPV) based power plant not less than 50 MW (AC) installed capacity at a single location in last Seven (07) years and should have been in successful operation for at least six (06) months as on bid submission date.
- iii. The bidder should have successfully completed operation & maintenance (O&M) of at least one Grid Connected Solar Photovoltaic (SPV) based power plant of capacity not less than 20MW (AC) installed capacity for a period of minimum one (01) year in last Seven (07) years as on bid submission date.

Note:

(i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting requirement 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.

3.2 FINANCIAL CRITERIA

3.2.1 BEC (Financial) for Category-A: 100 to 200 MW (AC)



- i. The bidder must have a minimum annual turnover of **Rs 300 Crores** in any of the preceding three financial years.
- ii. The Net Worth of the bidder should be **Positive** as per the last audited financial statement.
- iii. The bidder should have a minimum Working Capital of **Rs 60 Crores** as per the last audited financial statement. 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 Rs100 Crores, confirming the availability of the line of credit for equal to or more than Rs 60 Crores

3.2.2 BEC (Financial) for Category-B: 201 to 300 MW (AC)

- i. The bidder must have a minimum annual turnover of **Rs 500 Crores** in any of the preceding three financial years.
- ii. The Net Worth of the bidder should be **Positive** as per the last audited financial statement.
- iii. The bidder should have a minimum Working Capital of **Rs 100 Crores** as per the last audited financial statement. 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, confirming the availability of the line of credit for equal to or more than Rs 100 Crores

Note:

- 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.*
- ii. ***Annual Turnover:** In case the tenders having the due date for submission of bid up to 30th September 2021, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September 2021, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.*
- iii. ***Net Worth/Working Capital:** 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 as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September 2021 of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.*

3.2.3 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>

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

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

3.3 DOCUMENT(S) TO BE SUBMITTED IN SUPPORT OF BEC:

BEC Clause no.	Description	Documents required for qualification
3.1		Documents Required-Technical Criteria
3.1.1 (i) and 3.1.2 (i)	Experience criteria	<p>(i) Copy of Contract(s) / Work order(s)/ agreement(s) with copy of relevant pages of the scope of work / service establishing documentary evidence of work executed in the last seven (07) years.</p> <p>(ii) Copy of completion/ commissioning certificate(s)/ proof of completion/commissioning of the said work(s) along with documentation establishing completion of work by the bidder with reference to work order(s) / contract(s) / agreement(s). The bidders must submit the completion certificate issued by end user / owner only after completion of work / supply in all respect.</p> <p>The Completion/Commissioning Certificate submitted in support of successful execution should preferably indicate the following:</p> <ol style="list-style-type: none"> Full Name & Address of Client and officer issuing certificate Reference to relevant work order Date of actual completion A certificate from the client stating that the work has been completed satisfactorily



BEC Clause no.	Description	Documents required for qualification
3.1.1(ii) and 3.1.2 (ii)		<p>(i) Copy of Contract(s) / Work order(s)/ agreement(s) with copy of relevant pages of the scope of work / service establishing documentary evidence of work executed in the last seven (07) years.</p> <p>(ii) Copy of completion/ commissioning certificate(s)/ proof of completion/commissioning of the said work(s) along with documentation establishing completion of work by the bidder with reference to work order(s) / contract(s) / agreement(s). The bidders must submit the completion certificate issued by end user / owner only after completion of work / supply in all respect.</p> <p>The Completion/Commissioning Certificate submitted in support of successful execution should preferably indicate the following:</p> <ol style="list-style-type: none"> Full Name & Address of Client and officer issuing certificate Reference to relevant work order Date of actual completion A certificate from the client stating that the work has been completed satisfactorily <p>(iii) In addition to the completion certificate bidder is required to submit a certificate from client for operation of plant for at least 06 months.</p>
3.1.1 (iii) and 3.1.2 (iii)		<p>(i) Documentary proof of achievement of performance generation guarantee of this plant.</p> <p>(ii) Copy of completion certificate/ proof of completion of 1 year of O&M work(s) along with documentation establishing completion of work by the bidder with reference to work order(s) / contract(s) / agreement(s). The bidders must submit the completion certificate issued by end user/owner only after completion of work/supply in all respect.</p> <p>The Completion Certificate of 1 year O&M work submitted in support of successful execution should preferably indicate the following:</p> <ol style="list-style-type: none"> Full Name & Address of Client and officer issuing certificate Reference to relevant work order Date of actual completion of 1 year O&M work A certificate from the client stating that the work has been completed satisfactorily
<p><i>Note: In case, any of the document as mentioned above have solar plant capacity in MWp / MW(DC) then bidder requires to submit additional suitable document(s) to meet</i></p>		



BEC Clause no.	Description	Documents required for qualification
<i>the BEC requirement</i>		
3.2 Documents Required – Financial Criteria		
3.2.1 (i) & 3.2.2 (i)	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [<i>including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.</i>] of three (3) preceding Financial Year(s) along with un-price bid.
3.2.1 (ii) & 3.2.2 (ii)	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [<i>including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.</i>] of last Financial Year along with un-priced bid.
3.2.1 (iii) & 3.2.2 (iii)	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [<i>including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.</i>] for the last audited Financial Year along with un-price bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank (<i>as per format F-09</i>) having net worth not less than Rs.100 Crores (<i>or equivalent in USD</i>), confirming the availability of line of credit for at least working capital requirement as stated above.

3.4 AUTHENTICATION OF DOCUMENTS REQUIRED IN SUPPORT OF BEC

3.4.1 Technical Criteria of BEC:

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third-party inspection agency (TPIA) (as per prescribed format at Annexure-I of Section -III):

1. Société Générale de Surveillance (SGS)
2. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
3. International Certification Services (ICS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. DNV GL
6. TUV Rheinland (India) Pvt. Ltd.
7. TÜV SÜD South Asia Pvt. Ltd.
8. TUV India Pvt. Ltd. (TÜV Nord Group)
9. Intertek India Pvt. Ltd.
10. Moody International (India) Pvt. Ltd.
11. RINA India Pvt. Ltd.
12. Tata Projects Ltd.



13. Competent Inspectorate and Consultants LLP

14. ABS Industrial Verification (India) Pvt. Ltd

All charges of the Third party for verification and certification shall be borne by the Bidder. TPIA will provide in addition a certificate towards verification and certification documents pertaining to Technical BEC as per the prescribed format Annexure-I of Section -III.

If any above-mentioned agency themselves are participating in bidding, then they shall authenticate the document by a different agency from the list given above.

3.4.2 Financial criteria of BEC:

Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Copy of audited Annual Financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

3.4.3 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

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 III*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section III*) 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*



III), 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) (Limited tender for future opportunity).
- 4.0 The clause 3.4.4 as below shall be applicable to above supporting company also.

3.4.4 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service



provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

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

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

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

Explanation—

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



exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

Bidder shall submit a certificate in this regard as Form-I to Section-III.

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

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

9. **PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above.

3.4.5 Evaluation

- i. Evaluation of the Solar EPC and O&M Contractors(s) for Empanelment shall be done based on the BEC mentioned above.
- ii. The empanelment of the EPC Contractors shall be for a period of three (03) years from the date of empanelment. GAIL reserves the right to extend or reduce the empanelment period at its discretion.
- iii. During the empanelment period of three (03) years, the EPC contractor(s) shall be required to confirm whether they have been put on holiday/ Blacklist/ Banned in other Govt. Organisations/ PSU including GAIL. Such contractor(s) shall not be considered for empanelment.
- iv. During the empanelment period of three (03) years if any of the empanelled contractors is put on Holiday/ Banning List of GAIL as per procedure for performance evaluation, the empanelment of such Solar EPC and O&M contractor shall be automatically revoked/ Cancelled.
- v. The above procedure is applicable for empanelment of the bidders, however the evaluation criteria applicable during limited tender stage is defined in the evaluation methodology at Section V (Limited Tender for actual opportunity).



Form-I to Section III

UNDERTAKING ON LETTERHEAD

To,
M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

Dear Sir

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

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

(Bidder is to tick appropriate option (✓ or X) 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:



Annexure-I to Section-III

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

Ref.:

Date :

To,

GAIL (India) Ltd.

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

Dear Sir,

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

Ref: Tender no. for

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 III

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

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

Whereas

M/s. GAIL (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 III

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

(to be executed on plain paper)

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

FOR

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

TOWARDS

M/s GAIL(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 it 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.

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/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Supplier 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 / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor



OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



Appendix-A2A to Section III

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 III

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s GAIL (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 "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT) for GAIL (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 SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between GAIL and the 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 SUPPLIER for successful completion of the contract as mentioned above,

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

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 or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 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 and all dues of GAIL under or by virtue of this CONTRACT 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 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 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.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank 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.



1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	BG ISSUED BANK DETAILS	:					
		(A) EMAIL ID	:				
		(B) ADDRESS	:				
		(C) PHONE NO/ MOBILE NO.	:				



3.5 Forms and Formats

Forms and Formats applicable at the time of empanelment. Bidders must submit all forms and formats as mentioned below with the documents for empanelment.

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-7	BIDDER'S EXPERIENCE
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-12	BIDDER'S QUERIES FOR PRE-BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT

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

To,
M/s GAIL (INDIA) LIMITED

TENDER NO:

1	Bidder Name	
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 [As per cl.no.4.0 of Section-III of Tender Document]	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
7	Office responsible for executing the contract with GST no. * (In case supply of works 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/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	



11	Mobile Number:	
12	ISO Certification, if any	{ If yes, please furnish details }
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

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

Place:

[Signature of Authorized Signatory of Bidder]

E-TENDER NO. 8000018906

Request for Empanelment (RFE) of Solar EPC and O&M Contractors for Development and subsequent O&M of PV Based Solar Power Projects



Date:

Name:

Designation:

Seal:

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

To,

M/s GAIL (INDIA) LIMITED

SUB:

TENDER NO:

S No	Description of the Services	LOA /WO No. and date	Grid Connected Solar Plant Capacity MW (AC)	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Schedule of Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

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 RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender 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 :

Stamp

**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. AUDITED ANNUAL TURNOVER* OF PRECEDING THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 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**

Notes:

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN:

(Page 1 of 2)



Instructions:

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 “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
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-12

BIDDER'S QUERIES FOR PRE BID MEETING

To

M/s GAIL (INDIA) LIMITED

Sub :

Tender No :

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



F-13

E-Banking Mandate Form
(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) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



F-14

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 of Integrity Pact 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 of Integrity Pact 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.



ANNEXURE-1 of Integrity Pact

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) Dr. Meeran Chadha Borwankar (email id : mcborwankar@gmail.com)
- ii) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
- iii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)

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 may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in) in GAIL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.



ANNEXURE-2 of Integrity Pact

**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.



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.
5. 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.



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.

7. 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.
8. 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. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. 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.
11. 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.



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)

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



SECTION IV

INSTRUCTION FOR EMPANELMENT



4 Section IV: Instructions for Empanelment

- 4.1 Empanelment process of GAIL is designed to empanel reliable and quality conscious Solar EPC and O&M Contractors with an aim to create a comprehensive database of approved Contractors(s) for faster tendering process while creating competition amongst quality contractors and facilitating contractor's development. The list of Solar EPC and O&M Contractors(s) so created will be used for the purpose of issuance of enquiry in case of limited tendering during actual opportunity arises.
- 4.2 The empanelment shall be valid for a period of three (03) years from the date of issue of **Letter of Empanelment**. Empanelment shall be based on submission of all required documents as per RFE and the successful bidder shall be informed accordingly.
- 4.3 In case empanelled contractor intends to enhance their empanelment limit, they have the option to submit the requisite documents in support of their enhancement only after one year of empanelment
- 4.4 Post-empanelment, in case no response/regrets with specific reasons are received against three (03) consecutive limited tender enquiries, it shall be presumed that the Solar EPC and O&M Contractor is no longer interested for business with GAIL and the empanelment of such Solar EPC and O&M Contractor is liable to be cancelled.
- 4.5 Solar EPC and O&M Contractors empanelled with GAIL (India) Ltd. shall not be allowed to participate directly in the tender opportunity where GAIL is participating. In case they wish to participate directly, they may not participate in the GAIL's limited tender of the actual opportunity,
- 4.6 Solar EPC and O&M Contractor intending to empanel with GAIL (INDIA) LIMITED must confirm acceptance to all terms and conditions given in Request for Empanelment (RFE) Document.
- 4.7 Any query related specifically to Section-V can be raised at the stage of empanelment only. No query shall be entertained on existing clauses at the time of limited tender.
- 4.8 The RFE shall be submitted strictly as per GAIL (INDIA) LIMITED's format along with the required documents as given in BID EVALUATION CRITERIA along with all forms and formats specified.
- 4.9 Interested contractor is required to submit the details of experience of executed work based on which they intend to empanel themselves, as mentioned above in the prescribed Format (F-7) given in this empanelment document. Only documents mentioned in Format will be considered for evaluation. Any other document referred in other part of the documents submitted for empanelment will not be considered for evaluation.
- 4.10 Contractors are required to provide complete details in various forms and formats mentioned at Section 3.5 (**Forms and Formats**) to the satisfaction of GAIL (INDIA) LIMITED.
- 4.11 Any supplementary sheets of enclosed information must have the name of the Solar EPC and O&M Contractor / Contractor clearly marked on it and also the number of questions to which it relates.
- 4.12 Empanelment shall be for the purpose of inclusion of Solar EPC and O&M Contractor / Contractor's name in the Master Vendor Data Base (MVDB) at GAIL (INDIA) LIMITED's office at Noida for working at locations across India. GAIL (INDIA) LIMITED reserves its right to short list Solar EPC and O&M Contractor / Contractors from the Master Vendor Data Base (MVDB) for regular issue of inquiries.
- 4.13 Successful Empanelment by GAIL (INDIA) LIMITED is no guarantee of any award or



inclusion in a particular tender.

- 4.14 Any mis-representation of the fact and documentation given during the empanelment process by the bidder which results in the empanelment of the prospective bidder where such information comes to the notice at a later date, the Solar EPC and O&M Contractor may be removed from the Master Vendor Data Base and suitable action shall be taken accordingly.
- 4.15 GAIL (INDIA) LIMITED reserves the right to cancel the Empanelment of any Solar EPC and O&M Contractor /contractor for any of the following reasons:
- (i) In case, contractor is found black-listed in any Govt. / Public Sector Organization.
 - (ii) In case, contractor is put on banned / holiday / suspension list of GAIL (INDIA) LIMITED/ Government department/ Public Sector Entity of GoI.
 - (iii) In case, contractor is found to have submitted false particulars / fake documents for securing Empanelment.
 - (iv) In case, contractor is found not quoting for three (3) limited tenders for actual opportunities consecutively.
 - (v) In case, contractor's poor performance has been observed during Performance Evaluation as per procedure.
- 4.16 If the Solar EPC and O&M Contractor / Contractor's future circumstances change so that they no longer comply with the qualification criteria for that particular category/group/area. Then the Solar EPC and O&M Contractor / Contractor should promptly inform GAIL (INDIA) LIMITED and GAIL (INDIA) LIMITED reserves the right to remove the Solar EPC and O&M Contractor / Contractor from the Master Vendor Data Base. GAIL (INDIA) LIMITED shall not bear any responsibility or risk for any suspension/cancellation or other termination of the Solar EPC and O&M Contractor / Contractor's qualification to be registered.
- 4.17 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at Section-1 of document. Bidders have to take into account all such corrigendum before submitting their Bid.
- 4.18 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the corrigendum issued thereof.
- 4.19 Each document shall be signed by the person/s on behalf of the bidding organization having necessary authority/power of attorney to do so. Each page of the application shall be signed and copy of power of attorney/memorandum of Association wherever applicable shall be furnished along with application.
- 4.20 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.

- 4.21 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialled by the person or persons signing the Bid.

The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Bid.

In case of e-tendering, digitally signed documents to be uploaded as detailed in **E-tendering** guidelines available at <https://etender.gail.co.in>

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

- a) Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I of Section IV
- b) The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)
- c) Name and contact details of nodal officer is as under:-
Shri K R M Rao, Executive Director (C&P)
Tel: 011-26165558, 011-26162580 Extn.2209
Email: krmrao@gail.co.in

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

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

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



Annexure-I of Section IV

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors 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 the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
(a) Whether the management is common;
(b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 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.

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.



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

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

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

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (v) Repeated once	7 years (in addition to the period already



	(vi) Repeated twice or more	served) 15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 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. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance



Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.
The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

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

F. Appeal against the Decision of the Competent Authority:

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



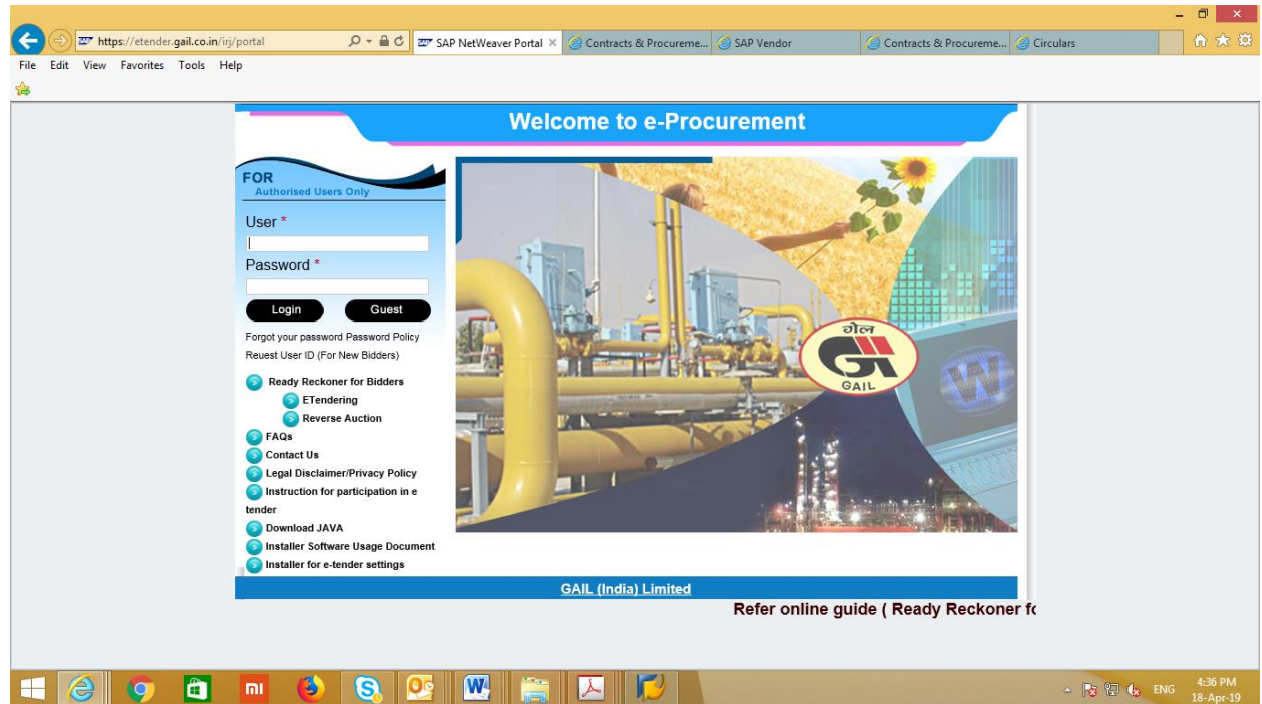
Authority.

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

Annexure-II to Section-IV

ADDENDUM TO INSTRUCTIONS FOR EMPANELMENT (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Available on GAIL's e-tender website (<https://etender.gail.co.in>)



Ready Reckoner for Bidders, Frequently Asked Questions, Contact details, Instructions for participation in e-tender and An Auto Installer for PC/Browser Setting etc. are available in above home page of GAIL's e-tender portal.

Note:

An Auto Installer for PC/Browser Setting(IE) enabling GAIL e-tender/Reverse Auction for bidders was developed by GAIL.

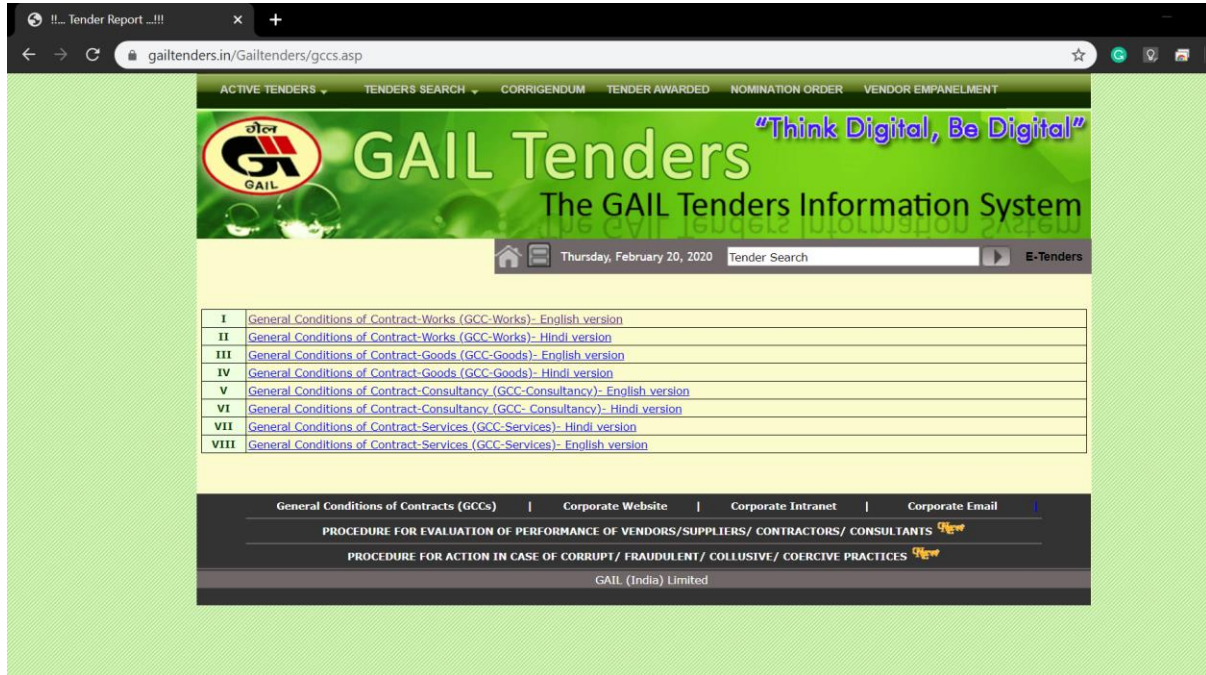
The same is available on GAIL e-tender portal under link "Installer for e-tender settings". The user can down load the auto installer by navigating the link and the moment they install on their PC auto settings take place enabling the PC and browser(IE) for GAIL e-tender and Reverse Auction. The usage document of the installer is also kept under link "Installer software usage document".

This is will save time and effort for Vendors/bidders as well as GAIL e-tender support team and will give bidders a hassle-free e-bidding experience in GAIL.

Annexure-III to Section-IV

General Conditions of Contract- Works

General Conditions of Contract- Works is available on GAIL's Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>)



Bidder shall confirm while submitting the application for Empanelment that they have read and understood the General Conditions of Contract – Works available on GAIL's Tender website (<http://gailtenders.in/Gailtenders/gccs.asp>) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.

5 Section V: Limited Tender for Actual Opportunity

----Attached Separately----