

**Reply to Pre Bid Queries (e-tender No. 8000017148)
ARC TENDER FOR PROCUREMENT OF METERING SKIDS FOR LAST MILE CONNECTIVITY
(PROCUREMENT OF METERING SKIDS)**

SR. NO.	SECTION	DESCRIPTION	DETAILED QUERY	GAI's Reply
Commercial Query				
1	GCC- 11 Patent, Rights, Liability & Compliance Regulations	Kindly refer entire clause	i. Kindly add word "direct" before the word "costs, expenses and damages" ii. Also kindly add the following:- Seller's liability pursuant to this indemnification clause shall be limited in accordance with the terms of Article "Limitation of Liability." Buyer shall likewise indemnify, defend and hold harmless Seller from and against any and all Losses arising out of any negligent act or omission of Buyer, its officers, agents, employees, contractors or assigns.	Tender condition prevail
2	GCC- Clause 25 Delays In The Seller's Performance Pg.18	Kindly refer entire clause	We request GAI to delete the said clause as in case of delay the remedy is already provided as Price Reduction Schedule.	Tender condition prevail
3	GCC- Clause 26 Price Reduction Schedule For Delayed Delivery Pg.19	Kindly refer entire clause	We request GAI to replace "5% (half percent) of the total contract price" with "5% (half percent) of the value of delayed quantity of undelivered goods". Kindly replace "5% (five percent) of the total contract price" with "5% (five percent) of the value of delayed quantity of undelivered material"	PRS shall be as per Clause 5 of SCC. Tender condition prevail.
4	GCC- Clause 28 Termination of Contract Pg.20	Kindly refer entire clause	i. In clause 28.1.1 kindly delete sub-clause (A) as in case of delay remedy already mentioned as Price Reduction ii. Kindly add the following after clause 28.3- a) In case of cancellation/termination for convenience, the Seller shall be entitled to recover the cancellation charges as given in note 1 below shall apply alongwith 10% Termination fee of the cancelled value from the Buyer. b) In case cancellation/termination for convenience, the buyer shall return all the Bank Guarantees and all the securities, if applicable (given by the seller to the buyer in terms of this agreement.) immediately after the termination to the seller.	Tender condition prevail
5	GCC- Clause 29 Force Majeure Pg.21	Kindly refer entire clause	i. Kindly add e) any other situation which affect the work under the order and beyond the control of either Party i.e. Nationwide strike or strike of transporter etc. ii. Kindly delete wordings "duly certified by local chamber of Commerce or Statutory authorities" iii. In case Force Majeure event lasting for more than 1 month, either party can terminate the Contract with notice to the other Party. In such case Purchaser shall pay to the Supplier for work Completed. I.	Tender condition prevail
6	GCC- Clause 38 Fall Clause Pg.25	Kindly refer entire clause	We request GAI to delete the said clause as tender is for project order and the same is not acceptable.	Tender condition prevail
7	SCC- 5 Price Reduction Schedule	Kindly refer entire clause	Kindly replace "5% of the total order value" with "5% of the value of delayed quantity of undelivered material"	Tender condition prevail
8	SCC - 6 Guarantee	Kindly refer entire clause	We propose the following Warranty and Repair Warranty Terms: The goods shall carry a warranty for material of construction and workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The warranty obligations of Seller shall not apply in case of any defects in the goods that may arise due to: a) storage, operations or maintenance of the goods by the Buyer or the end client contrary to prudent industry standards; b) normal wear and tear of the goods. c) Damages to the Goods and soft parts such as seats and seals during site handling and storage, testing, installation, commissioning and operation not attributable to Seller. In case of repairs/replacement of goods, warranty period shall be 12 months from the date of repairs/replacement or remaining of original warranty period, whichever is later	Tender condition prevail
9	Transfer of Title and Passing of Risk	Additional Clause	File to all or a portion of the GOODS shall pass to PURCHASER at (a) the date all or such portion of said GOODS is placed at the ORDER delivery point in accordance with the agreed incoterms, or (b) the date when payment is made for all or such portion of the GOODS, whichever of the foregoing first occurs. Transfer of title and risk to the goods shall be governed by provisions of the latest version of Incoterms (2010).	Tender condition prevail
10	Suspension	Additional clause	1) In case of suspension of complete ready Goods/Materials, Seller will hold the material in its inventory for 2 weeks without any inventory carrying cost. For further period of 10 weeks, Seller shall levy 0.25% per week on value of the suspended material. Beyond this period, 100% cancellation charges shall be applicable. 2) In case of partially manufactured Goods/Materials, Seller will hold manufacturing for 2 weeks and after that, heretobelow mentioned cancellation charges, referred to as Note 1 schedule may be applied as the case may be. Note 1: Number of weeks after award of PO/LOI- As a % of PO price of terminated items. 1 To 4- No termination Charges 5 To 7- 10% 8 to 10- 30% 11 To 15- 60% 16 To 18- 85% Above 18- 100%	Tender condition prevail
11	Payment Terms	Balance 10% amount of total invoice value shall be paid within 30 days on (i) Submission of Documents as specified in Vendor Data Requirement in MR-	It is not clear from Tender, what all docs will be required for 10% payment. Kindly clarify once!	Docs required for claiming 10% Payment: a) Liquidation of Punch list Points at Site / Stores if any b) Reconciliation statement of Road Permits issued for Transportation of materials c) No Claim Certificate and indemnity Bond.
12	MSME	Qty splitted among MSME and Non-MSME	In case, qty is splitted among MSME and Non-MSME - kindly clarify- which party will get first DO , since it is a ARC	First Delivery Order will be for MSME Bidder
13	Payment Terms	1. Terms of Payment: 90% of Supply Order value will be paid through e-banking against receipt of individual skid package against submission of Cenvatable invoice, in triplicate & after adjustment of PRS,	Request GAI to replace the word "cenvatable" by "GST Tax"	The Clause shall be read as :- Terms of Payment: 90% of Supply Order value will be paid through e-banking against receipt of individual skid package against submission of GST Tax invoice in triplicate & after adjustment of PRS,
14	Payment Terms	Balance 10% amount of Supply Order value shall be paid within 60 days of receipt & acceptance of goods at site subject to	As per standard GAI terms, kindly accept payment of balance 10% amount within 30 days of receipt & acceptance of goods at site	Tender condition prevail
15	Procedure for award contract Page no. 80 of 147	Divisible Item- Case 2 L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC L2 bidder is Class-I Local supplier as per PP-LC (within 20%) L3 bidder is MSE bidder (within 15%) L4 bidder is MSE bidder (within 15%) MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 price for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.	If L1 bidder is non MSE and having Class-I PP-LC and L2 bidder is MSE, then we understand that L2 bidder which will be MSE shall be given preference to match L1 price for 1 qty only (For SOR 3, 4, & 6). Other qty (1 no) will be given to original L1 bidder (non MSE). Please confirm	If L1 Bidder is Non MSE and having Class I PP-LC and L2 Bidder is MSE then MSE bidder will be asked to match L1 Bidder price and if L1 MSE bidder matches the L1 Non MSE Bidder price then half of the total quantity will be awarded to MSE Bidder. If the quantity is odd number then the quantity will be divided by 2 and the figure will be rounded off to nearest whole figure to arrive at the quantity applicable for MSE Bidder.
16	Contractual delivery Page no. 2 of 147	Item Nos. 1,2,3,4 and 6: Eight (8) months from the date of issuance of LOI	For USM skid (SOR 3, 4 & 6) we request to delivery of 10 months due to current pandemic situation of Covid 19 and having long delivery of major items.	Tender condition prevail
17	Limitation of Liability		You are requested to kindly accept the limitation of liability clause as under: Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production	Tender condition prevail
18	Vol I of II, Comm. Vol. Page 11 of 147 Note to Clause C1. 4.1. and 4.12	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	As per our understanding in case the Bidder qualifies for the BOC technical and financial requirement on the strength of its foreign parent company's (foreign) Company, then the bidder will not qualify for availing MSE status as discharge liability will be of Parent Company who is non MSE. Please Confirm.	Financial BEC is to be met by Bidder on its own and not on the basis of Foreign supporting company's Financial Credentials. Bidder can avail MSE Status.
19	Vol I of II, Comm. Vol. Page 11 of 147 Note to Clause C1. 4.1. and 4.12	Annual Turn over, Net Worth and Working Capital	We understand that criteria to qualify the Financial BEC requirements shall be of the bidder's who is bidding and not its foreign parent company.	Bidder's understanding is correct.
20	Instruction to Bidders, Page No. 40 of 147, Clause No. 40.	40.3 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following a) Ministry of MSME vide Gazette notification no. CG-DE-2000-2020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and certified form and procedure for filling the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.	our understanding is the evaluation of MSE will be done as per latest Gazette of MSE & Clarification by GOI. Bidder have to submit the latest MSE certificate from Udyam Registration. Please confirm.	Bidder's understanding is correct.

21	Delivery Schedule ; Page 9 of 147	Delivery Schedule: SOR 1,2,3,4 and 6-8 months from the date of issue of LOI / release order on FOT site basis. SOR Item No. 5 - SOR Item No. 5: 5 months from the date of issue of LOI / release order on	Due to Covid Pandemic there is cascading effect with all sub vendor like Valve manufacturers, meter manufacturers. Due to lack of availability of Oxygen for industrial uses, valves are not able to produce by foundries. In view of this you are requested to accept delivery period of 10 months for SOR 1,2,3,4 and 6 and delivery period of 6 months for SOR 5.	Tender condition prevail										
22	TCS deduction of 0.1% on FOT price	Guidelines under section 194-0 (4) and section 206C (1-1) of the Income-tax Act, 1961 - reg	As per new Govt of India circulation, TCS shall be deducted as 0.1% on FOT value. Kindly provide revise SOR to provide this amount.	This amount need not be mentioned in SOR. Bidder shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from GAIL. GAIL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to GAIL. Bidder as a seller will raise proper tax invoice on sale of goods to GAIL, showing TCS component. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from GAIL and issue of TCS certificate to GAIL timely. If GAIL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then GAIL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.										
23	GEM Portal Charges	GEM Portal Charges after award of contract	We understand that after receipt of contract seller has to pay 0.5% charges of total contract value to GEM portal. Kindly confirm if this amount shall be paid by GAIL or Seller. If Seller has to pay this amount, this amount has to link with final closure after receipt of payment from GAIL.	The payment if payable to GEM Portal have to be paid by Seller. GAIL have no role in this issue.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Lyons Engineering Pvt. Ltd.</td> <td style="width: 85%;"></td> </tr> <tr> <td style="width: 15%;"></td> <td style="width: 85%;"></td> </tr> <tr> <td style="width: 15%;"></td> <td style="width: 85%;"></td> </tr> <tr> <td style="width: 15%; padding: 2px;">M Girish Kumar</td> <td style="width: 85%;"></td> </tr> <tr> <td style="width: 15%; padding: 2px;">General Manager - C.B.P</td> <td style="width: 85%;"></td> </tr> </table>					Lyons Engineering Pvt. Ltd.						M Girish Kumar		General Manager - C.B.P	
Lyons Engineering Pvt. Ltd.														
M Girish Kumar														
General Manager - C.B.P														