



**TENDER DOCUMENT FOR HIRING OF PROJECT
MANAGEMENT CONSULTANCY SERVICES FOR
IMPLEMENTATION OF PIPELINE PROJECT FROM
GAIL'S DBNPL NETWORK TO M/S HMEL,
BHATINDA IN PUNJAB REGION**

**TENDER NO. GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E –TENDER NO. 8000014701)**

**DOMESTIC COMPETITIVE BIDDING THROUGH
E-TENDERING**

Issued by
GAIL (India) Limited
(A Government of India Undertaking)
A Maharatna Company
GAIL Jubilee Tower, B-35 & 36, Sector-1, Noida- 201301, State: Uttar Pradesh, India
Ph: 00-91-120-2446400/4862400; Fax: 011-26185941

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit our web site <https://etender.gail.co.in>.

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SECTION-I

INVITATION FOR BID **(IFB)**



SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: GAIL/NOIDA/C&P/PROJ/PMC/18-077

Date: 01.03.2019

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR HIRING OF PROJECT MANAGEMENT CONSULTANCY SERVICES FOR IMPLEMENTATION OF PIPELINE PROJECT FROM GAIL'S DBNPL NETWORK TO M/S HMEL, BHATINDA IN PUNJAB REGION

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF PROJECT MANAGEMENT CONSULTANCY SERVICES FOR IMPLEMENTATION OF PIPELINE PROJECT FROM GAIL’S DBNPL NETWORK TO M/S HMEL, BHATINDA IN PUNJAB REGION					
(B)	TENDER NO. & DATE	GAIL/NOIDA/C&P/PROJ/PMC/18-077 (E tender No. 8000014701)					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td><div></div></td></tr><tr><td>TWO BID SYSTEM</td><td><div>√</div></td></tr></table>		SINGLE BID SYSTEM	<div></div>	TWO BID SYSTEM	<div>√</div>
SINGLE BID SYSTEM	<div></div>						
TWO BID SYSTEM	<div>√</div>						

(D)	TYPE OF TENDER	<table border="1"> <tr> <td data-bbox="858 215 1086 293">E-TENDER</td> <td data-bbox="1086 215 1353 293"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="858 293 1086 371">MANUAL</td> <td data-bbox="1086 293 1353 371"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO:</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	<p>Contract Period shall be 33 months from the date of Fax of Acceptance, as under:</p> <p>Commissioning / inertisation: Within 27 months from date of Fax of Acceptance.</p> <p>Contract closures and Project Closeout: 6 months after Commissioning / inertisation of Pipeline</p> <p>The date of Commissioning / inertisation will be considered as date of Completion. Price Reduction Schedule shall be applicable on any delay beyond 27 months from date of Fax of Acceptance.</p>				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="858 1075 1118 1153">APPLICABLE</td> <td data-bbox="1118 1075 1382 1153"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="858 1153 1118 1232">NOT APPLICABLE</td> <td data-bbox="1118 1153 1382 1232"><input checked="" type="checkbox"/></td> </tr> </table> <p>Amount: INR_: Nil</p> <p>(Refer clause no.16 of ITB)</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 01.03.2019 to 12.03.2019 upto 1400 Hrs, IST) on following websites:</p> <p>(i) GAIL's Tender Website – www.gailtenders.in</p> <p>(ii) Govt. CPP Portal - https://eprocure.gov.in</p> <p>(iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in <i>[in case of e-Tendering]</i></p> <p>(iv) Government E-Market (Gem) Portal</p>				

(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 06.03.2019 Time : 15:00 Venue: GAIL, JUBILEE TOWER, NOIDA
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 12.03.2019 Time : 14:00 HRS.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 12.03.2019 Time : 15:00 HRS
(K)	CONTACT DETAILS	Name : Sh. P.S. Nabiyal/Sh. Vivek Mishra Designation: DGM(Projects-C&P) / Manager (Projects-C&P) Phone No. & Extn : 00 91 0120 2446400, 4862400 Extn. 11735/11718 Direct No.: - FAX No. : 0091 1126185941 e-mail:psnabiyal@gail.co.in; vivekmishra@gmail.com

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of

IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

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

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

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
GAIL (India) Limited

(Authorized Signatory)

Name : P.S. Nabiyal

Designation : DGM(C&P)

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

Contact No. : 0120-2446400, Ext. 11735



PHYSICAL DOCUMENTS OF TENDER

***Bid Document No. : GAIL/NOIDA/C&P/PROJ/PMC/18-077
E-TENDER NO. 8000014701***

***Description : HIRING OF PROJECT MANAGEMENT CONSULTANCY
SERVICES FOR IMPLEMENTATION OF PIPELINE
PROJECT FROM GAIL'S DBNPL NETWORK TO M/S HMEL,
BHATINDA IN PUNJAB REGION***

Due Date& Time : 12.03.2019 at 14:00 hrs.

From:

To:

.....	<i>DGM (C&P) GAIL (INDIA) LIMITED, JUBILEE TOWER , B-35 & 36, SECTOR-1, NOIDA, UP 201301 PHONE: 0120-4862400, 2446400 FAX: 011-26185941</i>
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***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

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SECTION-II

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

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. BID EVALUATION CRITERIA

1.1 TECHNICAL CRITERIA

- i) The bidder should have valid ISO 9001:2008 certification/ Latest certification or equivalent established quality management system certification.
- ii) The bidder should have successfully executed/completed in last 10 years to be reckoned from bid due date, atleast one single contract as 'Project Management Consultant' (PMC) involving Design, Engineering, Procurement, Inspection, Quality Control / Quality Assurance and Construction Supervision of buried Hydrocarbon Steel Pipeline of Diameter and Length as given below:

Minimum Diameter	Minimum Length in Kilometer (Km)	
	In one contract	And in a single stretch out of length mentioned in column (b)
(a)	(b)	(c)
8(Eight) Inch	20 KM	10 Km

1.2 FINANCIAL CRITERIA

ANNUAL TURNOVER

The minimum Annual Turnover of the Bidder as per their audited financial results in any one of the three preceding financial years shall be Rs. 42.55 Lakh.

1.3 General

- 1.3.1 A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. 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 in the bidding documents to meet BEC.

1.3.2 The bidders who are on Holiday list of GAIL due to “poor performance” or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid / during the process of evaluation of bids, the offers of such bidders shall not be considered for opening / evaluation / award.

Further, neither bidder nor their allied agency (ies) are on banning list of GAIL or Ministry of Petroleum & Natural Gas.

If the tender documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall also be not considered for opening / evaluation / award.

1.3.3 For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.

1.3.4 In case, the tenders having the bid closing date upto 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years.

1.3.5 Documents/Documentary Evidence required to be provided (upload in e-portal of GAIL) by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Cl. no.	Description	Documents required for qualification
	Documents Required-Technical Criteria	
1.1	Technical criteria	<p>a) ISO 9001:2008 certification / latest certification or equivalent established Quality Management System certification</p> <p>b) Copy of detailed work order along with Schedule of Rates and Completion certificate / Execution certificate issued by end user / Owner.</p> <p>Note:</p> <p>(i) The completion/execution certificates shall have details like work order no. / date, brief scope of</p>

BEC Cl. no.	Description	Documents required for qualification
		work, completion date etc. The experience of the bidder for Project Management Consultancy services as per BEC requirement must be their own and not as a member of joint venture or consortium / parent company / subsidiary partner firm / group firm / back up consultant.
	Documents Required-Financial Criteria	
1.2	Annual Turn-over	Bidder(s) shall submit (upload in e-tender portal of GAIL) copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.

1.3.7 Bids from Consortium Bidders are not acceptable.

B EVALUATION METHODOLOGY

The bids of bidders meeting the above BEC (Technical) shall be evaluated as per the following evaluation criteria:

Sl. No.	Quality Parameter	Max. Marks Assigned
A.	<i>Past experience as per BEC requirement in last 10 years reckoned from the bid due date.</i>	
A.1	1 No. of Contract complying to the requirement.	10
A. 2	Atleast one no. of additional Contract executed meeting the above requirement.	10
B.	<i>Key personnel on permanent payroll of the company since last five years with minimum experience & educational qualification required as per bid document.</i>	
B.1	Project Manager	5
B.2	Engineering Manager	5
B.3	Planning Manager	5
B.4	Contract / Procurement Manager	5

Sl. No.	Quality Parameter		Max. Marks Assigned
C.	<i>Total strength of Bidder Organization in terms of technically qualified employees on permanent payroll of the company.</i>		
C.1	Atleast 20 nos. in Engineering		15
C.2.1	Atleast 4 Nos. in Contracts & Procurement	4 Marks	12
C.2.2	Minimum 4 Nos. in Finance Department	4 Marks	
C.2.3	Minimum 2 Nos in Planning	2 Marks	
C.2.4	Minimum 2 Nos in Cost Estimation Departments	2 Marks	
C.3	Minimum 8 nos. in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)		8
C.4	Minimum 15 Nos in Construction Department (may comprises Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).		15
C.5	Minimum 5 Nos in Health , Safety & Environment Department		5
D	Marks to be allotted to consultant having office in Delhi / Gurugram / NOIDA / Ghaziabad / Faridabad / Greater Noida		5
Total			100

Bids from all bidders shall be evaluated and points shall be allocated based on the documents submitted by the bidders. Individual points given for each criteria shall be summed up to arrive at the total score/ mark of each bidder. The minimum qualifying mark for the bidders as per above evaluation methodology is 75%.

- Proposals of those bidders who meet (i) minimum qualifying mark as above and (ii) the technical BEC and financial BEC as per clause no. 1.1 & 1.2 and tender stipulations shall be accepted for opening of priced bids.
- After public opening of priced bids of all qualified bidders, the inter-se ranking of bidders shall be established based on the prices quoted and L-1 bidder offering lowest price shall then be selected/ awarded the job.
- Decision of the owner in this regard shall be final and binding on all.

Documents required for Evaluation Methodology clause:

For Sl. no. A

Bidder shall submit documentary evidence in the form of copy of work order and relevant completion / execution certificate issued by the client in support of above technical bid evaluation criteria duly certified as per requirement below.

For Sl. no. B

Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR Department confirming that the above personnel/ employee are on company pay roll as on bid due date along with PF Challans.

For Sl. no. C

Bidder shall submit an undertaking from their Head of HR Department confirming that the above personnel/ employee are on company pay roll as on bid due date along with PF Challans.

For Sl. no. D

Bidder should have an established Office set up in Delhi / Gurugram / NOIDA / Ghaziabad / Faridabad / Greater Noida that is owned / Leased / Rented for the project activities (project manager, engineering team, contracts section etc) who are posted at the office.

Bidders shall submit details of their office setup along with evidence of ownership / Lease / Rent Agreement.

1.4.1 All documents in support of Technical criteria of bid evaluation criteria (BEC) and Evaluation Methodology (except for SI No. B & C which are company certified) to be furnished by the bidders shall necessary be Duly certified / attested by Chartered Engineer and notary public with legible stamp:

1.4.2 In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit “Details of Financial capability of bidder” in prescribed format [Format - 16] duly signed & stamped by a chartered accountant.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

In absence of requisite documents, GAIL reserve the right to reject the bid without making any reference to the bidder.

(C) Award Methodology

The complete “Schedule of Rates” quoted including GST shall be taken up for evaluation on lowest quoted price basis.

SECTION-III

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(TO BE READ IN CONJUNCTION WITH
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3. BIDS FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

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9. AMENDMENT OF BIDDING DOCUMENTS

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12. SCHEDULE OF RATES / BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
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19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

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23. LATE BIDS
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28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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- 38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
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- 44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT
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- 3. ANNEXURE-III : ADDENDUM TO INSTRUCTIONS TO
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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is put on 'Holiday' by GAIL or Public Sector Project Management

Consultant (like EIL, Mecon. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

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

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the

authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/

blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING

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.

6 SITE VISIT

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or by fax or email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's tendering web site [<https://etender.gail.co.in>; <http://gailtenders.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', 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.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 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 amendment issued thereof.
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[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.

- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) EMD in original as per Clause 16 of ITB
- (p) All forms and Formats including Annexures
- (q) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (r) 'Integrity Pact' as per 'Form F-20'
- (r) 'Indemnity Bond' as per 'Form F-21'
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).
- (u) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suomoto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such

discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL’s E-tendering website as follows :-

11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GAIL’s e-tendering portal.

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

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

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal digitally signed and stamped on each page. In case of any correction, the bidders shall put his signature and his stamp.

10.3.3 Bidder shall download the Price Schedule / Schedule of Rates (SOR) which is uploaded on website as an excel attachment. Bidder shall submit Price Schedule / Schedule of Rates (SOR) duly filled in and e-signed strictly as per format without altering the content of it. The duly filled Price Schedule / Schedule of Rates (SOR) shall be uploaded by bidder on web site as per e-tendering procedure.

12 **SCHEDULE OF RATES / BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof

of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GAIL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

Wherever TDS under GST Laws has been deducted from the invoices raised/payments made to the Vendors, as per the provisions of the GST law/Rules, Vendors should accept the corresponding GST- TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST

common portal (reference (reference path: Services Services > User Services Services > View/Download Certificate option.

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

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

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

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

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

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

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

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

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

13.6.1 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document (s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

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

13.7 GAIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

13.8 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Contractor / Supplier.

- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GAIL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by GAIL to Supplier of Goods / Services.

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

13.10 Anti-profiteering clause

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

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT: NOT APPLICABLE IN THIS TENDER**

- 16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of **‘Demand Draft’ / ‘Banker’s Cheque’** [in favour of **GAIL (India) Limited** payable at place mentioned in **BDS**] or **‘Bank Guarantee’** or **‘Letter of Credit’** strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **‘Bank Guarantee’** or **‘Letter of Credit’** should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of **‘Demand Draft’** or **‘Banker’s Cheque’** should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 16.2 The EMD is required to protect GAIL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GAIL as non-responsive.

- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GAIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender

Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20 **E-PAYMENT**

GAIL (India) Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

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

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.

- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GAIL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GAIL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by GAIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by GAIL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

26.2.1 GAIL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

In case of a tie at the lowest bid (L1) position, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 COMPENSATION FOR EXTENDED STAY /*FOR APPLICABILITY OF THIS CLAUSE REFER BDS*:-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

- 33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

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

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will

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

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

- 37.1 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GAIL.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT: NOT APPLICABLE

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net

worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 Further, the bidder can submit CPBG on line through issuing bank to GAIL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)
- 39.3 **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 Vendors/ Suppliers / Contractors/Bidders/ Consultants 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), 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 Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant 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 Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SCIST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SCIST entrepreneurs/MSEs owned by Women.

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

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

40.2 The MSEs owned by SC/ST entrepreneurs shall mean:-

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

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) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.4 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

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

40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

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

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

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

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

You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

41 **AHR ITEMS**

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

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

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated at Annexure-II of ITB with following modifications:

- (i) Clause no. 3.0 i)
Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- (ii) Clause no. 4.0 "**EXCLUSIONS**"

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :
 - i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
 - ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

(iii) Clause no. 5.1 v) and 5.3 v)

When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

- (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 3.16.1 of GCC-Consultancy)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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

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

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

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

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

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

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

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

49. **QUARTERLY CLOSURE OF THE CONTRACT / *FOR APPLICABILITY OF THIS CLAUSE REFER BDS*:-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GAIL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50. **ISSUANCE OF CREDIT NOTE OR INVOICE OF REDUCED VALUE FOR PRS CLAUSE**

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

If supplier/contractor/service provider has raised the invoice for full value, then supplier/contractor/service provider should issue Credit Note toward the applicable PRS amount with applicable taxes.

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

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

becomes payable by GAIL in future to the Supplier/Contractor under this contract or under any other contract.

51. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- 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, during execution of contract, 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.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, 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)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. 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.

(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/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found	02 years

	otherwise, such acts shall be considered in this category.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /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 (vi) Repeated twice or more	7 years (in addition to the period already 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

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1 **FOR PROJECTS**

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

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

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

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

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

- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

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

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 **EFFECT OF HOLIDAY**

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

6.3. Effect on other ongoing tendering:

- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
 - 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
 - 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

(Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

11. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GAIL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR

Signature of
Authorised Signatory:

2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

Annexure-2

GAIL (India) Limited
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR

Signature of
Authorised Signatory:

Name:

3	76-90	GOOD
4	More than 90	VERY GOOD

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks

iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

	including Test Certificates at the time of supply	
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Annexure-III

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

1. General

This section contains detailed instructions regarding bid submission procedure under GAIL's e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must download 'Ready Reckoner for bidders' which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc.

Further, the troubleshooting issues are also available in the form of FAQs which can be downloaded from E-Tender Portal.

2. About E-Tender Portal (Web)

GAIL (India) Ltd. has developed a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://etender.gail.co.in> (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/Laptop with Windows OS, Internet Explorer

Bidder must possess a PC/laptop with Windows 7,8,8.1,10 professional or above OS (please avoid using of Windows ultimate OS), Internet Explorer 8, 9,10,11 or above for hassle free bidding. Bidder is essentially required to effect the security settings as defined in step-by-steps with screen shots in the document named “Ready Reckoner for Bidders” for e-tendering available on GAIL’s e- Portal and can be downloaded without logging in.

3.2 Internet Broadband Connectivity

The Bidder must have a high speed internet connectivity (preferably Broadband) to access GAIL’s e-Tender Portal for downloading the Tender document and uploading/submitted the Bids.

3.3 A valid e-mail Id of the Organization/Firm

Bidder must possess an e-mail Id, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

3.4 User ID and Password for new Bidder(s)

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user Id and password. Without user Id (Login Id), bidders cannot participate in e-tender. There will be single login Id for a bidder/vendor code. A bidder having offices/establishments at different address at same city or at different cities shall have different vendor codes and accordingly, different user Ids as a particular user Id is linked to a particular vendor code.

To obtain User Id and Password Vendor/Bidder must visit <https://etender.gail.co.in> site and perform the following steps:

- i) Click on button Request User Id (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active. If you have already been provided with the Vendor code of GAIL, please mention the 10 digit Vendor code in the specified field, otherwise leave blank.

- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

GAIL's system administrator would take possible care to allot User Id and password within 3-4 working days. User Id and password will be communicated through system auto-generated e-mail as mentioned in the self-registration form. On receipt of User Id and password, please reset the password immediately by logging into GAIL's E-tendering site.

User Id and password is unique for each vendor and the vendor can use the same to view/download/participate in all e-tenders of GAIL.

In their own interest, Bidder(s) are advised to apply for User Id immediately on publishing of tender or well in advance of the bid due date. User Id shall normally be issued within 3-4 working days provided complete information has been furnished by the bidder in self-registration form. GAIL shall not be responsible for any delays in allocation of User Id/password and the ensuing consequences including but not limited to timely submission of bids.

3.5 Procedure for change of E-mail Id of the Bidder

The e-mail-id of the bidder/Vendor Code is captured and registered in GAIL's system when a bidder submits his request for user-id / password.

In case bidder desires for change in the registered e-mail id in GAIL's system, the under mentioned steps may be followed:-

- Note the name, designation, e-mail id etc of the dealing officer from the tender document or from the "Contact Us" link available on the login page of GAIL's e - tender portal.
- Request for change in the registered e-mail id may be sent to the dealing officer on the company's letter head through post/ courier/e-mail. Bidder is also requested to mention his vendor code / user Id in the letter.

3.6 About Digital Signature

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000.

One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents.

(a) In case of Proprietorship/Partnership

Both i.e. (i) Class 3 Digital Signatures issued to authorized individuals on their KYC basis and (ii) Class 3b Digital Signatures issued to authorized individuals with their organization KYC basis are acceptable.

(b) In case of Firm/ Company

Only Class 3b Digital Signature is acceptable where individuals are using their digital signatures on behalf of the Organization and digital Signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

Bidder can submit only digitally signed documents/bids/offers, in GAIL's e-tender portal.

(II) Why Digital Signature is required?

In order to bid for GAIL e-tenders bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Apply for a class 3b or class 3(as applicable) Digital Certificate with encryption/decryption facility.
- c) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>

4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

Note: The Digital signatures should be obtained directly from certifying authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

GAIL/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

4. **How to submit On-line Bids/Offers electronically against E-tenders?**

Bidders who wish to participate against e-tenders uploaded on GAIL's e-tender website (<https://etender.gail.co.in>) (e-tender portal) should follow the steps mentioned in the "Ready Reckoner for Bidders for e-tendering" available on GAIL's e-tender portal which shall guide them to Search, Display/View, Download and Submit **electronic Bids/Offers** online in a secured manner ensuring confidentiality.

5. **How to search, view and download e-tender?**

Bidders must go to e-tender website <https://etender.gail.co.in> and logon using their user-Id and password. In case bidders do not have the User Id and Password, they can access the e-tender as guest which does not require any user Id & Password. This facilitates viewing of tenders in display mode in Collaboration folder (C Folder). The bidder can also download the tender.

6. Bidders are advised to ensure that their bids are uploaded in e-Tender system well before the closing date and time of bid submission by pressing "Submit" button. It has been seen that bidder who try to upload his bid at the last moment often failed because of last minute unforeseen reasons. Therefore, bidders are requested to upload & submit all documents (Technical/Un-Priced Bid and Priced Bid) well in advance and refrain from submitting their bid at the last moment. Once bid is submitted successfully, bidders shall receive a system generated response on their registered E-mail Id confirming successful submission of bid indicating ten digit response number starting from 9000.... (E-bid number).

Bidder can modify the bid already submitted prior to the due date and time of Bid submission.

7. Further, bidders are advised to carry out a practice session on the demo version of tendering as explained in Ready Reckoner to get well acquainted with the system before actual submission of bid.

8.0 Content of Bid

8.1 Un-Priced Bid

The Un-priced Bid (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, Ready Reckoner for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the Collaboration Folder (C-Folder) under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. No Manual/Hard copy of bid is acceptable. Bids submitted manually shall be rejected.

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents. A sample is suggested as under:

Sub-folder in	Documents	Page nos.
---------------	-----------	-----------

C-Folder		(for ref.)
1. INDEX	Index	1 to a
2. TENDER DOC	Tender Document, Corrigendum etc.	a+1 to b
3. B.E.C	BEC documents (including order, completion/ execution certificate, balance sheet, etc.)	b+1 to c
4. UN-PRICED COMMERCIAL	Un-priced Commercial offer/bid	c+1 to d
5. EMD/POA	Scanned copy of EMD/POA	d+1 to e
6. FORMATS	Formats of tender duly filed-in, signed and stamped and other	e+1 to f
I.P.	Integrity Pact (I.P.)	f+1 to f
7. OTHERS	Any other document	g+1 to n

The above shall ensure that there are no missing documents and traceability of relevant section is ensured.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date& time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

8.2 Priced Bid

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using Link “Step-3: SOR Attachments” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

GAIL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid.

Instructions mentioned under “PRICE BID [Online]” in Ready Reckoner shall be applicable in case Bidders have been asked to quote their prices on-line

directly in the GAIL's e-tender portal in addition to uploading of scanned copy of SOR or only the on-line price submission in the portal, as the case may be.

9. E-Tender demo during pre-bid conference

During the pre-bid conference, GAIL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

10. Submission of documents

Bidders are requested to upload small sized documents preferably (upto 20 MB) at a time to facilitate easy uploading into e-tender portal. GAIL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on GAIL's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity

If bidders are unable to access GAIL's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE
ISSUANCE OF TENDER)**

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : GAIL/NOIDA/C&P/PROJ/PMC/18-077				
1.1	The Employer/Owner is: GAIL (India) Limited				
2.1	The name of the Works/Services to be performed is: PROJECT MANAGEMENT CONSULTANCY SERVICES FOR IMPLEMENTATION OF PIPELINE PROJECT FROM GAIL'S DBNPL NETWORK TO M/S HMEL, BHATINDA IN PUNJAB REGION				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="text"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: P.S. Nabiyal / Vivek Mishra Street Address: GAIL(I) Ltd. Floor/Room number: 17 th Floor, B 35 & 36, Sector-1 , Noida				

	City: Noida , U.P. ZIP Code: 201301 Email:vivekmishra@gail.co.in / psnabiyal@gail.co.in
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C. PREPARATION OF BIDS

ITB clause	Description				
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td><td><input type="checkbox"/></td></tr> <tr> <td>NO</td><td><input checked="" type="checkbox"/></td></tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be Three (03) Months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of GAIL (India) Limited , payable at _____ NOT APPLICABLE				

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: 8000014701
22.3 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address

	<p>is :</p> <p>Attention: P.S. Nabiyal / Vivek Mishra</p> <p>Street Address: GAIL(I) Ltd.</p> <p>Floor/Room number: 17th Floor, B 35 & 36, Sector-1 , Noida</p> <p>City: Noida , U.P.</p> <p>ZIP Code: 201301</p>				
26	<p>The bid opening shall take place at:</p> <p>Street Address: GAIL(I) Ltd.</p> <p>Floor/Room number: 17th Floor, B 35 & 36, Sector-1 , Noida</p> <p>City: Noida , U.P.</p> <p>ZIP Code: 201301</p> <p>Date: 08.06.2018</p> <p>Time: 15:00 Hrs.</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	<p>Compensation for Extended Stay:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="text"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="text"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	<p>State of which stamp paper is required for Contract Agreement:</p> <p>_____</p>				
38	<p>Contract Performance Security/ Security Deposit</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="text"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="text"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

40	Whether tendered item is non-split able or not-divisible :	
	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>
41	Provision of AHR Item :	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>
49	Quarterly Closure of Contract	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	<input type="checkbox"/>
	NOT APPLICABLE	<input checked="" type="checkbox"/>
50	Applicability of provisions relating to Startups:	
	APPLICABLE	<input type="checkbox"/>
	NOT APPLICABLE	<input checked="" type="checkbox"/>

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between GAIL and Consultant for Services as per this Bid document.

GAIL/OWNER shall mean GAIL (India) Limited

GAIL'S REPRESENTATIVE means the person appointed or authorized from time to time by GAIL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the GAIL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by GAIL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to GAIL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of GAIL.

ARTICLE 3.3: GAIL'S REPRESENTATIVE

- 3.3.1 GAIL shall nominate its Representative(s) who shall be entitled to act on behalf of GAIL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

- 3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between GAIL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify GAIL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with GAIL's consent after getting approved his CV's from GAIL.

GAIL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to GAIL.

- 3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 GAIL shall pay for the services rendered as per stipulation in the tender through E-Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

- 3.5.2 Consultant will invoice GAIL according to the terms and conditions provided in the tender.

- 3.5.3 Payment terms will be as follows:

- 3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 For Acquisition/Due diligence consultancy cases; the payment terms will be as follows:

Stages Payment		(%age of lump sum price)
a)	On submission and acceptance of draft report	40%
b)	On submission and acceptance of Final report by GAIL	20%
c)	On formulation and submission of Bid	15%
d)	On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

GAIL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows:

-	On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices	95%
-	After close out of Project on completion of job in all respects	5%

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Man-day Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), GAIL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- GAIL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between GAIL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

- 3.6.1 Consultant shall submit to GAIL an unconditional, irrevocable and on first demand guarantee 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid as per Special Conditions of Contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

- 3.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7: CONFIDENTIALITY

- 3.7.1 Consultant/GAIL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by GAIL/Consultant without the prior written consent of the latter.
- 3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

- 3.8.1 Consultant shall pay any and all taxes including GST etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes.
- 3.8.2 Statutory variation in GST, if any, within the contractual completion period shall be borne by GAIL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Consultant will not claim from GAIL any taxes paid by him.
- 3.8.4 GAIL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

- 3.9.1 GAIL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

- 3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

GAIL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and GAIL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the GAIL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 3.10: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 GAIL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, GAIL may request Consultant to resume the performance of the services, without any additional cost to GAIL.
- 3.11.5 In case of suspension of work by consultant on GAIL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL's default, there will be a reduction in contract price @ ½% for each week of delay or part thereof subject to maximum of 5% of contract price.
- 3.12.2 GAIL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GAIL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GAIL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GAIL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.13: ASSIGNMENT

- 3.13.1 Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of GAIL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep GAIL harmless and indemnify GAIL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to GAIL will be property of GAIL.

3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by GAIL for carrying out of any services with any third parties.

3.14.4 Consultant shall not without the prior written consent of GAIL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

GAIL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as GAIL may authorize in writing) after receipt of the default notice from GAIL.

3.16.2 Termination for Insolvency

GAIL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GAIL.

3.16.3 Termination for convenience

GAIL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by GAIL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of as per pro-forma within 10 days from the date of receipt of FOA, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise GAIL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, GAIL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither GAIL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the GAIL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 3.20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without GAIL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by GAIL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 3.21: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GAIL. Upon the request of GAIL, the consultant shall submit for GAIL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 3.23: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. GAIL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

SECTION-IV

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND

F-1



BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Bidder's address where order/contract is to be placed	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no.	<div>City:</div>

	(In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	District: State: PIN/ZIP: GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No. (refer sl. no. 8 above)	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium	(Bidder to submit documents as specified it

	Enterprise	ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-2
BID FORM

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special
Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is
hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole
part of the job and in conformity with the said Bid Documents, including Addenda /
Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be
accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security
Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document
for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document
(including addenda/ corrigenda) together with the "Notification of Award" shall constitute a
binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not
mentioned in Bidding Documents but may be inferred to be included to meet the intend of the
Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise
specifically excluded and we confirm to perform for fulfillment of Agreement and
completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may
receive.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Integrity Pact*
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMAT F-4
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir(s),

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

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

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

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



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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.



F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by GAIL (India) Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GAIL (India) Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or

non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

F-5
LETTER OF AUTHORITY

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

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

Date:

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GAIL.



F-6
"NO DEVIATION" CONFIRMATION

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s GAIL (INDIA) LIMITED

**TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)**

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following
Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s GAIL (INDIA) LIMITED

Dear Sir(s),

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

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

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

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if
default shall be made by M/s. _____ in
performing any of the terms and conditions of the tender/order/contract or in
payment of any money payable to GAIL (INDIA) LIMITED we shall on first
demand pay without demur, contest, protest and/ or without any recourse to the
contractor to GAIL in such manner as GAIL may direct the said amount of
Rupees _____ only or such portion thereof not
exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without

proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. 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.

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

-
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
 4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.



F-10
AGREED TERMS & CONDITIONS

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: GAIL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security 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.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GAIL or his relative is not a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GAIL (INDIA) LIMITED

**TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)**

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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



F-12
UNDERTAKING ON LETTERHEAD

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E-TENDER NO. 8000014701)

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/PMC/18-077
(E–TENDER NO. 8000014701)

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14 **CHECK LIST**

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership		

	of equipment as per SCC are enclosed		
Viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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



(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-15

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

(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-16

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 LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

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

****Refer Instructions***

Note: 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]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

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.

(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED)

F-17

**FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the “Member-I’/ ‘Lead Member’ which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member – II’/ ‘Second Member’ which expression shall include its successors, executors and permitted assigns) ‘and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member – III’/ ‘Third Member’ which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of
(Name of Project) of M/s (herein after called the ‘Owner’).

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.

7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in 'APPENDIX I' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member
.....
(Signature of authorised Representative)
Name:
Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member-II
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

For M/s. (..... Member-III
.....
(Signature of authorised Representative)

Name:

F-18
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED

TENDER NO: GAIL/NOIDA/C&P/PROJ/ARC/PMC/18-077 (E –TENDER NO.8000014701)

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 fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19

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)

INTEGRITY PACT

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INTEGRITY PACT

(Enclosed Separately)

INDEMNITY BOND

WHEREAS GAIL (India) Ltd. (hereinafter referred to as “**GAIL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also advised the Contractor to execute an Indemnity Bond in general in favour of GAIL indemnifying GAIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GAIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GAIL under or in relation to this contract. The Contractor undertakes to compensate and pay to GAIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GAIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GAIL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of GAIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GAIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor,

but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [*Consultant*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

SECTION-VA

SCOPE OF CONSULTANCY SERVICES

SECTION VA - SCOPE OF CONSULTANCY SERVICES

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Section- V: Scope of Project

1.0 Introduction

GAIL India Limited intends to implement / execute Natural Gas Pipelines in Punjab Region.

S. No.	Particulars	Details			State
		Size (Inch)	Length (KMs)	Rating	
1	Pipeline Connectivity to M/s HMEL, Bhatinda from GAIL's DBNPL Network	12"	40	600#	Punjab

Note: Pipeline lengths are indicative & may vary.

2.0 Brief project details:

GAIL (India) Limited is proposing to construct a new 12" diameter, 40 KM, class 600, pipeline for supplying 0.2 - 1.0 MMSCMD of R-LNG / NG to M/s HPCL Mittal Energy Limited (HMEL), Bhatinda in the Punjab region. The Pipeline will be laid in New ROU.

3.0 Salient details

3.1 Pipelines

- (i) Laying and installation of following pipelines along with associated facilities:
 - a) 12" X 40 KM pipeline connectivity to M/s HMEL.
- (ii) The Scraper Launcher, Receiver and associated facilities would be provided at suitable locations to facilitate all kinds of Pigging including intelligent pigging.
- (iii) The pipeline will be protected against corrosion by 3-Layer PE external coating; supplemented and impressed current cathodic protection system.
- (iv) The Sectionalizing valves would be provided in accordance with the requirements of the code in order to isolate various sections of the pipeline. These valves will be full bore Ball valves with stem extension, remote / local actuated as per requirement and manufactured in accordance with API 6D or other equivalent code.
- (v) The insulating joints would be provided at transition point of above ground and underground portion of the pipeline for electrical isolation.
- (vi) An Optical Fibre Cable shall be laid along the Pipeline route at a safe distance from Pipeline in the common trench.
- (vii) All pipelines and associated systems would be designed, constructed and tested as per latest edition of ASME B31.8 and other relevant applicable codes and will comply to PNGRB regulations and GAIL O&M guidelines.

3.2 Dispatch Terminal:

Dispatch terminal will, broadly, have the following facilities:

- i) Facility or provision for Filtering, Check Metering, Pressure reduction (if required)
- ii) Pig launching facility

3.3 Tap-off:

Tap-off will be provided for supply of Natural Gas to the nearby existing / probable consumers along the pipeline Route, as decided, apart from those at SV / IP stations.

3.4 Sectionalizing Valves / Intermediate Pigging Stations

Sectionalizing Valve (SV) and Intermediate Pigging (IP) stations shall be provided as per applicable code / operational / site requirement.

3.5 Receipt Terminal

Gas receipt terminal will be located at all consumer terminals, if any. Following shall be broadly provided:

- i) Pig receiving arrangement
- i) Filtering and Pressure reduction, if required
- ii) Tap-off for Nearby Consumers, if required
- iii) Metering facilities

3.6 Telecommunication & SCADA

A state of the art Optical Fibre cable (OFC) based Telecommunication & SCADA system should be installed. The work involve following but not limited to:

- (i) Procurement of OFC, Duct, FTC accessories and OFC laying / testing / commissioning, supply and installation of FTC.
- (ii) Award of work for Design, Engineering, Procurement, testing, Inspection & Supply of Telecom & SCADA Equipment for mentioned projects.

Pipeline may be integrated to existing SCADA system wherever possible or New SCADA system will be installed for smooth operation of pipeline. Provision shall be made and accordingly the system shall be made compatible for implementation of APPS at later date.

During design, installation and testing of new systems, especially, CP, power, SCADA, Telecom, all existing systems are to be considered / studied and spare capacities are to be used to the possible extent.

CONSULTANT'S SCOPE OF WORK**1.0 INTRODUCTION**

The Project Management Consultant (PMC) is being appointed for executing the project right from Design to Commissioning & project close out on total and single point responsibility basis. This section is to be read in conjunction with part I (Scope of Project). The PMC Project Manager will be the “Engineer-In charge” for the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

- (i) Design & Detail Engineering.
- (ii) Planning & Scheduling
- (iii) Tendering & Ordering including Purchase of all equipment and materials, Customs Clearance and Transportation of materials/ equipment to site etc. The consultant has to follow GAIL's C&P Procedure for all purchases. It may be noted that GAIL has recently adopted e-procurement practices and the same practice is required to be followed by the PMC for this project.
- (iv) Inspection/ Expediting of equipment/Materials being manufactured by vendors including contractors supplied items.
- (v) Management of Construction Stores, Stores Accounting in GAIL's ERP system based on SAP and assistance for capitalization of the project in SAP.
- (vi) Construction Management & Supervision
- (vii) Project Commissioning.
- (viii) Project Cost Control, Management & Monitoring.
- (ix) Risk Management of the project along with the detailed Risk analysis (Qualitative as well as Quantitative. The Risk Management Plan (RMP) & disaster management plan (DMP) is also to be prepared by the consultant.
- (x) Health & Safety Management
- (xi) Project closeout
- (xii) Certification and forwarding the supplier's/contractor's bills to GAIL within stipulated time.

The consultant will work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international / national codes and standards. The Detail scope of work of the consultant is outlined below. However, the list is not exclusive and limited. The consultant shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required as a consultant for overall completion of the project, within the quoted price / awarded value of work to PMC.

2.0 GENERAL SCOPE *(following are the broad scope, but not limited to these)*

- (i) Review the existing scheme / site input including technical & commercial aspects like technology, line sizing, pipeline configuration, costs etc. Generally, X-56, X-60, X-65, X-70 grade line pipes are used in GAIL projects.
- (ii) Revalidation/review of the DFR cost at various stages of project execution.
- (iii) Basic Engineering & Hydraulic Study.
- (iv) Preparation of drawings, Material Requisitions and Project Document Index.

- (v) Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, optimizing the sizing and selection of the equipment and specification of materials.
- (vi) Identify all the interface points/battery limits and incorporate them on relevant drawings and documents.
- (vii) The consultant shall provide all technical documents / liaisoning assistance with statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest authorities, railways, irrigation, National/ State highways, CCOE (Chief Controller of Explosives) for obtaining various statutory permissions.

Consultant shall prepare the Environment Management Plan (EMP), Hazop, Risk Analysis / Rapid Risk Analysis & DMP report. In case Environment Impact Assessment (EIA) is required by any statutory Authority, the same will be carried out by authorized agency & cost of same will be reimbursed by GAIL.

- (viii) Prepare overall design basis.
- (ix) Preparation of Material Take-offs (MTO), Material Requisition (MR),
- (x) Preparation of item wise cost estimate for each Material Requisition and tenders.
- (xi) Checklist while forwarding recommendations to be followed.
- (xii) Preparation of tender documents, invite bids, evaluation of un-priced and price bids, recommendation for award of job as per GAIL's C&P procedure, assistance during negotiations if situation arises.
- (xiii) Preparation of letter of intent, work orders/ purchase orders, contract documents/ agreements, purchase requisition (PR).
- (xiv) Review and approval of design/drawings/documents submitted by vendors/ contractors/ suppliers.
- (xv) Quality Assurance and Quality control
- (xvi) Review and approval of 'As Built Documents/Drawings'.
- (xvii) Construction supervision including certification of contractor's bills.
- (xviii) Complete assistance in Lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However taking of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or GAIL.
- (xix) During construction, maintaining with due justifications all records of RoU obstruction/ hindrances and intimation thereof from time to time.
- (xx) Performance of Vendors/ Contractors
 - (a) Carry out the vendor performance evaluation of vendors/contractors
 - (b) Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the PMC.

3.0 ENGINEERING

3.1 PROCESS DESIGN

This will comprise of but not limited to the following and delivered to GAIL both in hard and soft forms:

- (i) Process Design Basis including Process Description, Operation & Control Philosophy
- (ii) Equipment process data sheets
- (iii) Equipment list
- (iv) Process flow diagrams
- (v) Piping and Instrumentation Diagrams (P&IDs), HAZOP study
- (vi) Instrument list and data sheets
- (vii) Utilities requirement and their specifications
- (viii) Piping material specifications
- (ix) Line schedule
- (x) Process description
- (xi) Operation and control philosophy

3.2 Pipeline / Piping (Specification for all pipeline laying/ civil/ mechanical and related works).

- (i) Preparation of Design basis
- (ii) Completion of alignment sheets and other construction drawings including those for crossings along the pipeline route.
- (iii) Prepare specifications for line pipe, line materials including grade X-70, and terminal materials.
- (iv) Prepare tender specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings.
- (v) Prepare equipment layouts.
- (vi) Prepare General Arrangement Drawings.
- (vii) Seismic analysis
- (viii) Perform pipeline stress analysis to determine the system flexibility.
- (ix) Carryout piping stress and flexibility analysis for the station piping.
- (x) Prepare material requisitions and purchase requisitions.
- (xi) Carryout technical evaluation of bids.
- (xii) Review vendor/contractors documents.
- (xiii) Prepare all the pipeline/piping drawings required for construction.

3.3 Compressors – Not Applicable

3.4 Electrical

- (i) Prepare design basis
- (ii) Prepare electrical load details for dispatch/receiving terminals/intermediate tap-off & and CP/SV/Intermediate pigging stations.
- (iii) Carryout comparative study for various types of power sources at SV/CP stations.
- (iv) Review soil resistivity reports prepared by the contractors.
- (v) Prepare specifications for cathodic protection system, both TCP & PCP.
- (vi) Prepare data sheets and material take-off.

- (vii) Prepare material requisitions and purchase requisitions.
- (viii) Carryout technical evaluation of bids.
- (ix) Prepare tender specifications for electrical and CP works.
- (x) Review vendor/contractors documents.
- (xi) Prepare the electrical drawings for construction.
- (xii) Prepare area classification drawing.

3.5 Mechanical

- (i) Mechanical Design Basis
- (ii) Prepare equipment data sheets and material take-off.
- (iii) Prepare material requisitions and purchase requisitions.
- (iv) Carryout technical evaluation of bids.
- (v) Prepare tender specifications for mechanical works.
- (vi) Review vendor/ contractors documents.
- (vii) Layout, General Arrangement Drawings and design of various piping various stations like IP/SV/ Despatch/Receipt stations,
- (viii) Data sheets for all accessories/spares related to items/works detailed in the tender documents.
- (ix) Detailed technical specifications for all mechanical related items.

3.6 Telecom

- (i) Prepare design basis including requirement of existing and proposed telecom system based on site visit if required.
- (ii) Prepare MRs / Technical specification etc.
- (iii) Carryout technical evaluation of bids
- (iv) Review vendor /contractors document.
- (v) Prepare Telecom / SCADA interface drawings/document.
- (vi) Review and approve all engineering and FAT documents.
- (vii) Prepare FAT/SAT procedure
- (viii) Carry out Factory Acceptance testing.
- (ix) Trail Run of the system.

3.7 Instrumentation

- (i) Review P&IDs and control philosophy for SCADA compatibility and APPS requirement
- (ii) Review instrumentation, civil works, composite tenders, electrical, CP and telecom systems to ensure that SCADA and APPS requirements are met.
- (iii) Prepare design basis.
- (iv) Finalize instrument data sheets and prepare material take-off.
- (v) Prepare matching Instrumentation and SCADA philosophy.
- (vi) Prepare system specifications, material requisitions and purchase Requisitions.
- (vii) Carryout technical evaluation of bids.
- (viii) Prepare FAT and SAT test plans and procedure documents.
- (ix) Prepare the drawings required for construction.
- (x) Provide assistance during integration and commissioning of SCADA/ APPS System.
- (xi) Prepare Instrumentation & SCADA interface drawings/ documents.

3.8 General Civil

- (i) Prepare the design basis including requirements for firefighting and safety aspects.
- (ii) Prepare plot plans for dispatch / receiving terminals, SVs/CP stations.
- (iii) Prepare area drawings.
- (iv) Prepare material requisitions and purchase requisitions.
- (v) Prepare material take-off.
- (vi) Carry out technical evaluation of bids.
- (vii) Prepare tender specifications for topographical surveys and general civil works.
- (viii) Review vendor/contractors documents.
- (ix) Prepare & issue drawings required for construction including foundation drawings.
- (x) All Civil works related with Intermediate Pigging stations (IP)/ Cathodic Protection Stations (CP), Dispatch / Receiving stations and Sectionalizing Valve Stations (SV). All the civil construction works related to IP/ CP/ SV / dispatch/ receipt stations are to be included by the PMC in the work package of composite pipeline laying contract.

3.9 Architecture

- (i) Prepare architectural drawings for substation, control room etc.
- (ii) Prepare material take-off.
- (iii) Prepare tender specifications.
- (iv) Overall plot plan of the SV/ IP/ CP/ Despatch /Receipt Stations.
- (v) Architectural drawings for various buildings at CP/IP/SV/Despatch /Receipt stations
- (vi) Site grading plan and layout of roads/storm water disposal/sewage disposal at above locations,
- (vii) Fire-fighting facilities at dispatch/ receipt stations and other locations,
- (viii) Detailed technical specifications for equipment foundations, roads, drains, compounds wall etc.
- (ix) MTO and MR for all items.

3.10 Structural

- (i) Prepare design basis.
- (ii) Prepare layout drawings for buildings.
- (iii) Prepare material take-off.
- (iv) Prepare specifications for structural works.
- (v) Prepare drawings required for construction.

3.11 Survey (Soil Investigation, Geo-Technical, Hydrological Survey)

- (i) Prepare tender specifications & documents for above survey works.
- (ii) Carryout technical evaluation of bids.
- (iii) Provide all supervision during surveys.
- (iv) Inspection of soil investigations/ survey reports.
- (v) Topographic surveys of SV/ CP/ IP stations, tap-off, despatch/ receipt terminals.

3.12 SCADA / APPS:

- (i) Prepare design basis.

- (ii) Prepare MRs / Technical specification, Drawings. Instrumentation Adequacy report for APPS
- (iii) Invitation of Bids.
- (iv) Carryout technical evaluation of bids.
- (v) Review and approve of all engineering/ FAT documents.
- (vi) Carryout SCADA / APPS Project Management activities.
- (vii) Carry out Factory Acceptance testing.

3.13 SAFETY:

- (i) PMC will be responsible for carrying out the Hazop study during detail engineering, construction & commissioning and ensure that all design changes required to be incorporated during construction have been taken care.
- (ii) PMC will be responsible for preparing the Disaster Management Plan, Onsite and Offsite Emergency Action Plan, Safety Manual, and submit the same to GAIL before the commencement of commissioning the pipeline system. The PMC is also required to prepare safety pamphlets, Do's & Don'ts etc required to be distributed to statutory authorities, villagers during construction.
- (iii) Details also enclosed at Part-3, to be referred.

4.0 PROCUREMENT SERVICES

4.1 Purchase

The PMC will be responsible for preparing all the Tender documents for all the Purchase and Work Orders. The tender documents will incorporate the GAILs standardized "General Conditions of Contract" and "Instruction to Bidders" which will be provided by GAIL to PMC. The tendering will be done strictly as per GAILs "Contracts and Procurement Procedure" and Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc from time to time. The envisaged activities include:

- (i) Preparing and floating tender inquiries (in newspapers, GAIL website, PMC website etc.) including formulation of Bid Evaluation Criteria (BEC). All tenders are required to be published on GAIL/PMC's website.
- (ii) Issue ICB/ domestic enquiries to the bidders
- (iii) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in line with GAIL procedures.
- (iv) Consultant shall make efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material requisitions/tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning / justification for not ensuring the same.
- (v) Prepare draft Purchase Order/Work Order for issuance by GAIL,
- (vi) Prepare purchase status reports and Monitor procurement progress
- (vii) Approval of supplier Drawings / Designs in time,
- (viii) Ensuring proper transportation, logistics and material management..
- (ix) Master Vendor List.: A master vendor list is to be prepared for supply of all materials and equipments, contracts. This list will be based on consultant's experience with Indian and worldwide vendors. Efforts will be made to include as many Indian vendors as possible. Vendors on **holiday** list of GAIL / Consultant during tendering will not be considered.

- (x) Warranties and Guarantees: PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced (same shall be within the framework of GAIL's C&P procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.
- (xi) Enquiries: The PMC shall assign a central procurement team to manage and conduct the purchase of all equipments and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to owner for approval. While the enquiries are floated by PMC, it will be the responsibility of the PMC to incorporate GAILs Material Code against each item. For incorporating the Material Code the PMC will be given the GAILs Material Code database.
- (xii) Press Advertisement fee would be reimbursed to the PMC including GST and Proceeds of tender fees shall be forwarded to the owner by the PMC.
- (xiii) Reasons for cost variation between estimated cost submitted with recommendation for price bid opening and Order value.
- (xiv) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule. However timelines specified at Clause no. 14.0 of this section will be followed by the PMC. The same will be highlighted in the Execution Plan to be submitted by PMC.
- (xv) Custom clearance and transportation of materials/ equipments is included in scope of the PMC. GAIL shall pay the customs duty. However the clearing, forwarding & transportation of the materials/ equipments shall be carried out through GAIL approved/ engaged agency and costs of same shall be reimbursed by GAIL as per actual.
- (xvi) Material/ Purchase Requisitions (MR / PR) are to be processed through ERP (SAP). Necessary authorization and access would be provided to the PMC personnel.
- (xvii) Consultant will prepare MR in such way that surplus generation is minimum. Milestone for this will become payable if the surplus generation, as part of the total procurement is 3% or less.
- (xviii) The consultant shall forward the bills to GAIL duly certified for payment within the stipulated time of receipt.

4.2 Manufacturing, Inspection & Expediting

- (i) Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within 2 (Two) weeks of the submission of document by vendor / contractor. The PMC should expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- (ii) Prepare inspection and expediting procedure.
- (iii) Establish vendors manufacturing and delivery schedules.
- (iv) Expedite vendors for timely action on sub-contracted items.
- (v) Qualify and approve vendor's procedures in time for manufacturing.
- (vi) Carryout Material identification and marking.
- (vii) Carryout inspection of all items directly Purchased by GAIL/PMC. Carry out Inspection of bought out items of contractor supply, as specified elsewhere in the tender.
- (viii) All charges for Inspection / expediting is in the scope of the PMC
- (ix) Carry out Inspection of items proposed to be used from GAIL surplus stores
- (x) Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- (xi) Carryout inspection of the items procured through the contractors by professionals of concerned discipline/system.
- (xii) Witness performance/acceptance tests as applicable.
- (xiii) The PMC should ensure the compliance of the requirements of **3.2 certification**.
- (xiv) Carryout expediting the deliveries of materials/ equipments.
- (xv) Prepare periodic inspection and expediting reports.
- (xvi) The following shall be applicable for Inspection / tour outside India:
 - a) Stage inspection will be carried out selectively based on purchase requisition.
 - b) For critical/major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical/minor equipments and bulk materials acceptance will be on the basis of review of relevant test certificates/actual inspection as decided by the inspector in consultation with GAIL (**Critical/ major items may include Line pipes, sectionalizing valves, Metering System etc.**).
 - c) All expenditures shall be borne by the consultant within the quoted price.
 - d) For GAIL, the Consultant is wholly and fully responsible for all inspection during manufacturing and construction for which the consultant may issue necessary certificates as deemed fit. All costs of the inspection of goods before delivery from the vendor works will be borne by the consultant and included in the PMC fee as indicated at Sl (c) above.

PMC shall certify FAT and SAT of various procurement items besides witnessing the same.

All activities pertaining to Inspection at vendors & contractors works sites shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note" after inspection. The Inspection and test plans for material and construction site activities shall be developed by the PMC and got approved from the Owner. The PMC, if so desires, may arrange for contracting of inspection services pertaining to vendor supply items, contracted works at sites (including pipe coating) to owner approved, competent agencies. Prices for order placement, review / approval of vendor submitted

drawings, design, data and expediting the material, development and approval of inspection/quality plans shall be included in the lump-sum prices only.

- (xvii) **Pipe Mill audit:-**The PMC shall inspect/audit the pipe mill's capability, from where the line pipes are proposed to be manufactured, by actually inspecting the manufacturing of at least 10 numbers of API spec 5L PSL2 quality line pipes (With an average length of 12 meter) in a manner similar to normal continuous production to be demonstrated in the first attempt by the proposed pipe manufacturing mill. Mill audit fee will be paid by vendor to PMC and no charge will borne by GAIL.

4.3 Custom clearance and transportation

Custom clearance and transportation of materials/ equipments is included in scope of the PMC. GAIL shall pay the customs duty. However the clearing, forwarding & transportation of the materials/ equipments shall be carried out through GAIL approved/ engaged agency and costs of same shall be reimbursed by GAIL as per actual.

4.4 CONTRACTING

- (i) Prepare Bid Evaluation Criteria (BEC) & list of contractors for various works.
- (ii) Prepare Tender documents for all works
- (iii) Release of NIT for publication/Issue Enquiries to the contractors. All enquiries arte to be published in the websites of GAIL / PMC.
- (iv) Carryout technical and commercial evaluation of bids and prepare recommendation.
- (v) Prepare FOA/Work Order in SAP.
- (vi) Prepare contract documents.
- (vii) Prepare tendering status report.
- (viii) The consultant shall follow GAIL's C&P procedure, GCC, ITB etc for all Contracts. (Consultant before submitting the bid, if desire to study the C&P procedure, General Conditions of Contract –GCC & Instruction to Bidders-ITB can refer the copy of same at GAIL's office.)

4.5 COST ENGINEERING

- (i) Prepare periodic cost status reports (monthly).
- (ii) Prepare MR and detail cost estimates for bid comparison purposes.
- (iii) Preparation of accurate estimates in time (based on past data/ CPWD rate basis / Market rate Analysis) for procurement items, services and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference between quoted price of L-I bidder and estimated cost beyond (+/-) 10% shall call for exhaustive analysis and explanation from PMC. Deviation between cost estimates & recommended order value being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC and an advisory will be issued to PMC highlighting such deficiency and for taking corrective action in future cases. Further, in case of the deviation between cost estimate provided by the PMC at the time of bid submission and recommended order value price being more than (+/-) 15 %, recovery will be made from the payment of PMC as follows:

If x: the actual awarded value of a particular package

X: the total awarded value of all the packages in the project

Then R (Recovery for that particular package) shall be:

$$(x / X) * (2\% \text{ of awarded PMC contract value})$$

Thus the payment against the milestone for “Accurate Cost Estimate” mentioned in Payment terms of tender document shall be made only after order placement of all the purchase/ work packages, as the value of X can be determined only then.

- (iv) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.
- (v) Format for reporting cost estimates is placed at Part-6 (Annexure-1)
- (vi) Further, PMC's are to evaluate all information available and formulate SOR of tender accurately based on actual survey of sites/ work locations etc.

In case actual executed contract value is more than (+/-) 15 % of the awarded cost, PMC will be asked to furnish reasons for the same. In case GAIL decides that such variation has taken place due to reasons solely attributable to PMC, such as preparation of SOR without visiting site (s) / work locations (s) etc. Recovery will be made from the payment of PMC as follows:

If y : the awarded value of a particular contract
Y : the total awarded value of all the contracts in the project

Then R (Recovery for that particular contract) shall be:

$$(y / Y) * (1\% \text{ of awarded PMC contract value})$$

- 4.6** GAIL reserves the right to give Power of Attorney (POA) to the PMC for placement of Purchase orders/work orders up to certain value. PMC to comply GAIL's C&P procedures in such cases and the contract closure shall also be the responsibility of the PMC for the same.

5.0 CONSTRUCTION

5.1 CONSTRUCTION MANAGEMENT

- (i) For timely completion there can be more than one opening / sub sections in each spread. Based on the above, PMC would be required to deploy sufficient resources as per the construction schedule. Due to exigent project requirement the number of spreads may go up to more than one, for which PMC is required to deploy the additional site construction manpower within their quoted price.
- (ii) Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- (iii) Review contractor's resources and schedules.
- (iv) Mobilize adequate manpower to carry out the construction supervision activities.

- (v) Supervision during the surveys and soil investigations when carried out by the contractor(s). Carryout construction supervision activities based on the approved construction drawings.
- (vi) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments (including final bills).
- (vii) Deviations, extra items, AHR items, time extension etc of the contractors are to be analyzed and forward the recommendations within 15 days of occurrence for approval of GAIL.
- (viii) Coordinate with contractors/GAIL.
- (ix) Carryout stores management including handing over to GAIL the left over construction surplus materials along with their Inspection Certificates and final drawings and documents. Consultant shall be responsible for proper maintenance and upkeep of the materials. Recovery shall be levied for loss or shortage of materials.
- (x) Carryout contract management.
- (xi) Prepare monthly/weekly progress status reports.
- (xii) Carryout QA/QC during construction. Consultant shall use its construction management procedure (CMP) and review all the QA/QC formats submitted by the execution contractors in order to maintain required quality during construction period.
- (xiii) Necessary technical assistance for settlement of extra claims raised by the contractors/vendors and arbitration cases shall be provided by the consultant till a period of 24 (twenty four) months after the completion of the project at no extra cost to GAIL. Consultant shall give recommendations on extra claims raised by the contractors/vendors. Final acceptance/settlement will be taken care of by GAIL.
- (xiv) The consultant shall forward bills duly certified for payment to GAIL within 7 working days from date of receipt.
- (xv) In addition to above, PMC shall do all activities to do Construction Management efficiently.
- (xvi) As regard deployment of Construction Manpower by PMC is concerned, the minimum number of manpower to be deployed is as per respective clause of this section
- (xvii) GAIL shall provide the PMC construction personnel with camp facilities at construction sites with reasonable Boarding and lodging, transportation, mobile expenses (limited to Rs. 2000/- per month for Project Manager & Construction manager and Rs. 1500/- per month for other executives of PMC working at site subject to submission of mobile bills), camp office facilities etc. In order to have close coordination among GAIL and PMC personnel, the camp office will be co-located with those of GAIL.
- (xviii) Consultant will ensure the availability of all contractual management documents at sites.

5.2 STORES & MATERIAL MANAGEMENT

PMC shall be fully responsible for materials management for goods / material purchased from various suppliers. PMC shall keep proper custody of goods and report losses/damages/shortages, if any, to the owner immediately upon noticing the same.

The stores are proposed to be located at convenient location near construction sites. The scope of material management services to be provided by the Consultant shall include, but not limited to:

- (i) Receive equipment/materials from suppliers and certify their invoices for payment,

- (ii) Inspect the condition of goods received and issue Goods Receipt Voucher,
- (iii) Maintain a record and submit report every 15 days, indicating the stores in stock, material in transit, material issued to contractors and balance material to be received as per PO's issued,
- (iv) Issue material for construction to contractors and prepare Stores Issue Vouchers,
- (v) Receive unused material returned by the contractors and prepare Material Return Note,
- (vi) Prepare reconciliation statements to enable owner to check and take over balance stores, along with requisite inspection certificates/ documents etc.
- (vii) Materials management is to be done through GAIL SAP, necessary authorization and access for using SAP system shall be provided to the PMC stores persons. :
 - (a) Allocating the material code from material code database in SAP/ GAIL intranet prior to placement of Purchase order, which should be mentioned in bill of material of PO.
 - (b) Entry of Purchase Requisition and Purchase Order in SAP.
 - (c) Preparation of GRV's (Goods Receipt Voucher) in real time on receipt of material at site store.
 - (d) MTN (Material Transfer Note) – in / out on usage of material from existing inventory in Gail on real time basis.
 - (e) Handover of project surplus materials to GAIL

Necessary training / familiarization will be provided PMC personnel.

- (viii) The location and hiring of stores premises (for other than bare / coated pipes) shall be done by PMC. However the monthly rentals shall be paid by GAIL. The requisite services (loading, unloading, security etc.) shall be contracted for by the PMC, payments for the same to be made by GAIL. The said stores shall be managed by the PMC. Stores locations may be rented from Central Ware house Corporation, owner's existing stores- wherever convenient. *Stores Infrastructure viz.* Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc, would be provided / reimbursed by GAIL.
- (ix) *Usage of Surplus:* Consultant need to identify and use maximum quantity of materials those can be used in the project from surplus stock of various GAIL stores. These surplus materials may be free issue or contractor scope materials. Management of material movement to and from other stores for the project is to be done through SAP.
- (x) Insurance policies shall be taken either by GAIL or by Vendor/ Contractor. (However, lodging of insurance claims and realization of the same shall be done by the consultant).

5.3 AS-BUILT DRAWINGS

- (i) Follow up with vendors and contractors for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward to GAIL.
- (ii) All project related documents for future reference and records will be handed over to GAIL as per standard international practice. Submission of final documents shall be under the following heads:
 - (a) As built drawings

- (b) Detail operating manual
- (c) Separately highlighting recommendations of the EIA, Hazop Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
- (d) Problems faced during the project execution and mitigation measures taken and reasons for future.

6.0 PROJECT MANAGEMENT AND CONTROL

6.1 PLANNING AND SCHEDULING

The PMC will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule Provided by the client. This will include the preparation and submission of:

a.	Work Breakdown Structure incorporating
i.	Assist GAIL in Documentation required for Statutory Permissions / NOCs from various authorities for Crossing Permissions, NOC from State Pollution Control Boards, CCOE Clearance, MOE&F Clearance, any other permission required for project execution
ii.	Engineering (Detail Engineering & Process Design Basis)
iii.	Tendering
iv.	Ordering
v.	Manufacturing
vi.	Inspection & Expediting
vii.	Delivery
viii.	Construction
ix.	Commissioning
b.	Project Network Diagrams, Pert/Gnat Chart, I-J list
c.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late Finish Dates, Total Float, Free Float against each activity
d.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
e.	Percentage Schedule Monthly Breakups for each element / discipline of WBS
f.	Project Cost Estimate for each purchase and work order
g.	Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement
h.	Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery / construction
i.	PMC Organogram for Project Office & Construction Site Office
j.	PMC Manpower Deployment Schedule (Month wise)

k.	Project Communication / Coordination Plan (Client & PMC interaction model)
l.	Inspection Schedule and Plan
m.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC) incorporating the above details (a. to h.)

The broad WBS weightages to be followed for overall project scheduling and physical progress monitoring is as under:

	WBS Element	Weightage
i.	Assistance for Statutory Permissions / NOCs	2
ii.	Engineering (Detail Engineering & Process Design Basis)	4
iii.	Tendering	12
iv.	Ordering	15
v.	Manufacturing	25
vi.	Delivery	10
vii.	Construction	28
viii.	Commissioning	2
ix.	Project Close-out	2

Following to be strictly noted:

Prepare monthly progress reports for the project and provide all assistance to GAIL for preparing reports required by Ministry Monitoring cell. The project shall be monitored by MOPNG (Ministry of Petroleum & Natural Gas) through Ministry Monitoring Cell (MMC). Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to the following but not limited to:

- (i) The consultant shall prepare the project overall project schedule as per the GAIL's approval and also as per the internal schedule which will be decided during the project kick-off meeting.
- (ii) The project schedule will be prepared for items listed as (i) above and submit to GAIL within one week of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc. Preparation of all these documents in Primavera / SAP PS module is required. The consultant shall also prepare the financial month wise cash flow diagram, apart from the monthly apart from the monthly physical progress schedule as per internal and board approved schedule.
 - (a) Prepare various status reports, e.g. Pre- Order, Post - Order, Material Expediting, Construction etc.
 - (b) Prepare project close out report, including performance report of vendors/ contractors.

- (c) Apart from the above deliverables of the consultant, the consultant will be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

6.2 PROJECT MANAGEMENT

The PMC will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with GAIL Project team. For efficient and timely completion of the project the PMC will be required to:

- (i) Establish Communication Procedures in Concurrence with GAIL
- (ii) Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, and Delivery etc.
- (iii) Define “Scope of Work” for various groups.
- (iv) Attend Monthly Project Review Meetings with GAIL Management.
- (v) Attend weekly Project Meeting with Project Manager.
- (vi) Surveillance on the entire project related activities.
- (vii) Monitor progress of the project and submit periodic status reports to GAIL.
- (viii) Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- (ix) Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- (x) Prepare various reports/ draft reply letters as required from time to time for GAIL’s management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- (xi) Provide information on best international practices being followed across the globe for gas pipeline projects as and when the information is desired by GAIL for effective and timely project completion.
- (xii) Based on requirement the PMC shall come for meetings with GAIL within the shortest possible time wherein appropriate level of person shall be deployed.

6.3 PROJECT MONITORING AND CONTROL

The PMC shall also provide the Project Monitoring Services including the following Scope of Work:

- (i) Preparation of detailed project schedule,
- (ii) Identification of all activities falling on the critical path of the project,
- (iii) Identification of all activities requiring close co-ordination/synchronization,
- (iv) Preparation of a look-ahead model/ catch-up plan for the project from time to time.
- (v) Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions,
- (vi) Identification of all activities/steps required for execution of the project within approved cost,
- (vii) Identification of all activities/steps required for execution of the project within stipulated time,
- (viii) Highlight pitfalls, if any, caused by the Project Consultant/ any agency hindering efficient execution of the project,
- (ix) Monitoring of contractor logistics for line pipe, manufacturing, coating and laying,

- (x) Generation of MIS reports for the project, and identify critical path on fortnightly basis.
- (xi) Providing all inputs/ performing all project monitoring activities as desired by the GAIL Management/Project Group from time to time for timely completion of the project.
- (xii) Carrying out quality audits and Identifying the root causes of the problems encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
- (xiii) In addition to above, PMC shall do all activities to do Project Monitoring Services efficiently.
- (xiv) Risk management: The PMC should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

7.0 COMMISSIONING, STARTUP AND PERFORMANCE TESTS

7.1 Mechanical Completion

At a date prior to mechanical completion to be agreed with Owner, PMC shall recommend to Owner for approval of the operating manual prepared by PMC.

PMC shall review and recommend for approval the program, and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, PMC shall review and recommend approval of construction completion certificate documentation.

PMC shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan.

PMC shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders.

PMC shall prepare for approval by Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

PMC shall supervise contractors; work such that phase mechanical completion and commissioning takes place as determined by Owner's business needs.

It shall be obligatory on the part of PMC to issue the "Mechanical Completion Certificate".

7.2 Commissioning and Start-up:

Commissioning and start-up is to be carried out with assistance from other contractors.

Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by PMC.

PMC shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, start-up, performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers, PMC and contractors and shall ensure that the contractors provide sufficient numbers of skilled labor that is needed to complement the Owner start-up personnel and to perform all activities which include the running or operation of all equipments.

PMC shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum include:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers, and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.
- Checking of bores of orifice plates and installing these plates after flushing operations.
- Functional check on all instruments and controllers, instrument calibrations with standard test.
- Equipment and all required adjustments and control point settings.
- Check all instrument loops for proper functioning.
- Checks on pipe support, and guides for settings hot/cold and necessary adjustments.
- Checking and recording positions of all valves.
- Conduct simulation runs to allow run-in operational testing of the equipment.

PMC shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

PMC shall supervise and monitor all commissioning and start-up activities and all performance test runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by PMC.

PMC shall report to Owner on a weekly basis on the progress and status of commissioning and start-up work.

PMC shall ensure that all commissioning records and log sheets are properly collated and submitted to Owner as part of contractors' mechanical completion certificate approval documents and provisional acceptance documents as relevant.

It shall be obligatory on the part of PMC to issue the "Commissioning Certificate".

7.3 a) Factory Acceptance Tests:

PMC shall witness & certify the Factory Acceptance Tests in the premises of contractor for Telecom, SCADA & APPS, Instrumentation system, CP system etc. which will be carried out by the respective contractors.

b) Site Acceptance Tests:

Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & APPS, Instrumentation system, CP system etc. shall be witnessed & certified by PMC at site.

8.0 PROJECT DOCUMENTS / COMPLETION/ CLOSE-OUT REPORT:

Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- (a) Follow up with vendors and contractors for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward GAIL.
- (b) Submission of all project related documents to GAIL for future reference and records as per standard international practice. Submission of final documents shall be (where applicable) the following heads:
 - (i) As built drawings
 - (ii) Detail operating manual highlighting recommendations of the EIA (wherever applicable), Hazop Study & Risk Analysis etc.
 - (iii) Problems faced during the project execution and mitigation measures taken in future.
- (c) Submission of all evaluation sheets of performance for all vendors, contracts in line with established procedures to which orders were placed.
- (d) Hard & Soft Copies of Project Closeout Report incorporating the following:
 - (i) Project brief
 - (ii) Pipeline Line Diagram
 - (iii) Chronology of Approvals
 - (iv) PMC Head Office & Site Office Organogram
 - (v) Names of PMC Personnel working for the project along with all contact details.
 - (vi) Pipeline configuration and Spread details
 - (vii) Details of various types of Crossings
 - (viii) Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - (ix) WBS element wise "S" Curve and Overall physical progress curve
 - (x) List of key milestones and date of actual achievement.
 - (xi) List of POs/ WO's including vendor name and contact detail.
 - (xii) Experience gained during Project Execution and improvements for future projects.
 - (xiii) Construction Photographs

9.0 CONSULTANT MANPOWER

9.1 The CONSULTANT shall deploy required number of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:

- (i) Finalization of Design Basis, Engineering, Technical Specification, Data Sheets meeting the Project requirement & Completion schedule.
- (ii) Quality in all stages and aspects as per requirement of codes, standards, Specifications and best international practices
- (iii) Timely & expeditious completion of the project
- (iv) Economize project expenses.

9.2 Qualification and experience requirement of the consultant personnel are given here under at Clause 9.4.

9.3 The consultant shall submit the following for approval of the owner after award of agreement

- (i) Organogram at Project HO & Site
- (ii) Manning schedule

9.4 The PMC will be required to depute qualified, experienced manpower for the **execution of the individual project**. The consultant will ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bids are not changed during project execution. In case of change in proposed personnel, the PMC will submit bio data of the substitute manpower proposed and take GAIL's approval. The various categories of manpower required to be deployed for the project are detailed under:

<i>Sl.</i>	<i>Type</i>	<i>Qualification & Knowledge</i>	<i>Experience</i>
1.	Project Manager	Degree in Engineering in any Discipline. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.	Overall Experience: At least 15 years' experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 15 years' experience, at least 8 year experience must be in senior position in execution of hydrocarbon pipeline projects.
2.	Assistant/ Deputy	Degree in Engineering in any Discipline	Overall Experience: At least 12 years' experience in

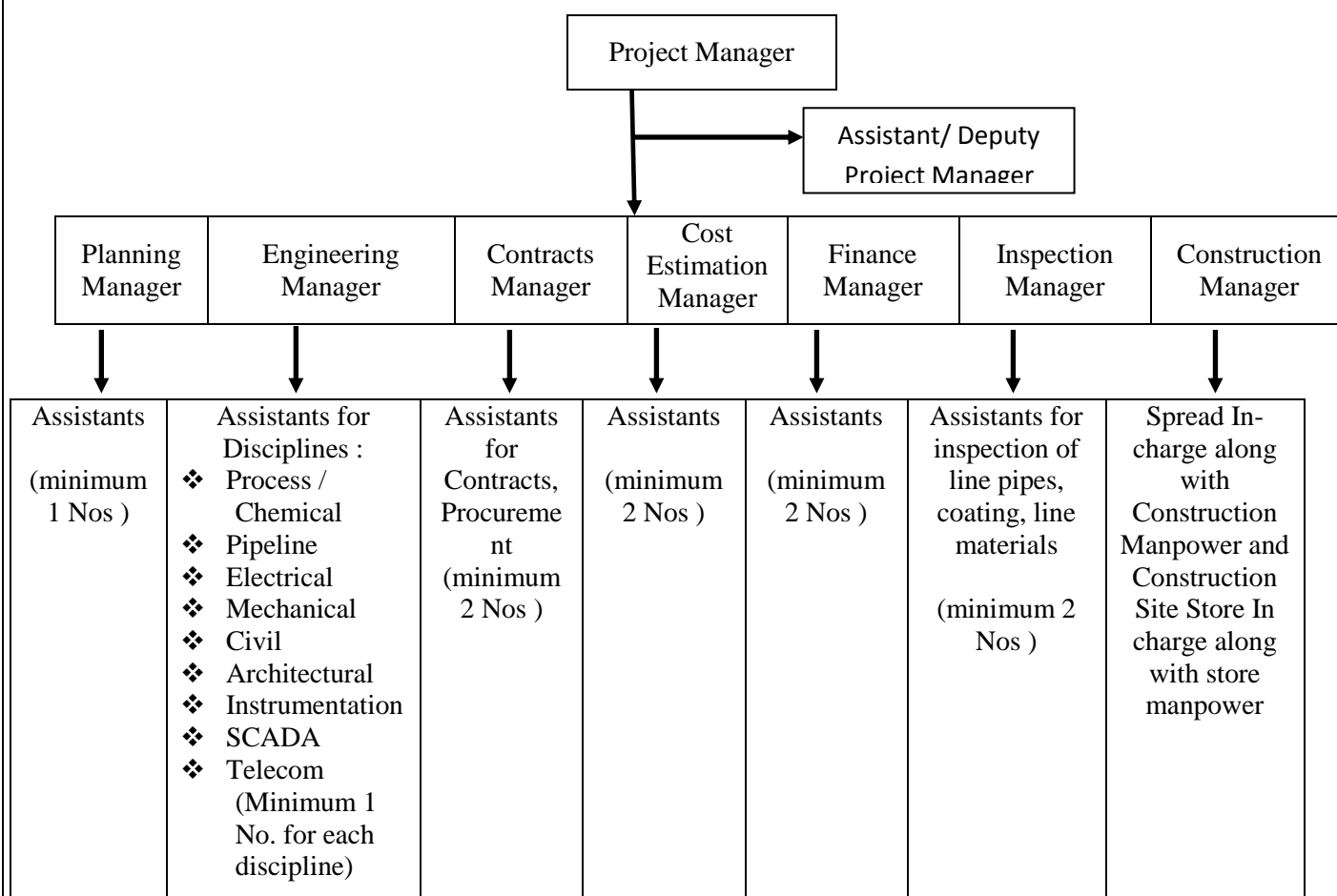
	Project Manager	Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects.	executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 12 years experience, at least 6 year experience must be in execution of hydrocarbon pipeline projects.
3.	Contracts / Procurement Manager	Degree / Diploma / MBA in Contracts Management / Degree in Engineering Knowledge of Procurement & Contracts for goods related to hydrocarbon industry, pipelines, Knowledge of regulations, notifications, acts pertaining to procurement of goods, works contract, local tax structure, stores management etc.	Overall Experience: At least 12 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 12 years' experience, at least 6 year experience must be in senior position in execution of hydrocarbon pipeline projects.
4.	Planning Manager	Degree / Diploma in Engineering / Project Management. Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, pipelines. Knowledge of various activities related to execution of pipeline projects	Overall Experience: At least 10 years' experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 10 years' experience, at least 5 year experience must be in senior position in execution of hydrocarbon gas pipeline projects.

5.	Engineering Manager	<p>Degree / Diploma in any discipline of Engineering.</p> <p>Knowledge of all standards, codes required for the design and engineering of pipeline projects.</p> <p>Knowledge of materials and metallurgical properties for materials used in pipeline projects.</p> <p>Knowledge of Industry accepted Best Practices in designing & engineering pipeline projects.</p> <p>Knowledge of working in software tools related to system sizing, system optimization, simulation, engineering etc.</p>	<p>Overall Experience: At least 15 years' experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc.</p> <p>Mandatory Experience: Out of the 15 years' experience, at least 8 year experience must be in senior position in design & engineering of Hydrocarbon pipeline projects.</p>
6.	Cost Estimation Manager	<p>Degree / Diploma in any discipline of Engineering.</p> <p>Knowledge of all standards, codes required for the design and engineering of pipeline projects.</p> <p>Knowledge of Cost Estimation of various materials and services used in pipeline projects</p>	<p>Overall Experience: At least 15 years' experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc.</p> <p>Mandatory Experience: Out of the 15 years' experience, at least 8 year experience must be in senior position in Cost Estimation of Hydrocarbon pipeline projects.</p>
7.	Finance Manager	<p>Graduate in Commerce / ICWA / CA / MBA in Finance</p> <p>Knowledge of act / rules / regulations/ notifications pertaining to Financial Management i.e. taxes & duties</p> <p>Knowledge of tax / duty structure for indigenous & imported procurement.</p>	<p>Overall Experience: 10 years of relevant experience</p>
8.	Construction	Degree in Engineering in	Overall Experience: At least

	Manager	any Discipline / Diploma in Project Management Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of gas pipelines, Industry accepted Best Practices in executing pipeline projects.	15 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 15 years experience, at least 8 year experience must be in senior position in works related to construction of hydrocarbon pipeline projects.
9.	Inspection Manager	Degree / Diploma in Engineering in any Discipline along with ANST / INST level II / III certification. Knowledge of codes / standards for manufacturing and inspection of line materials for pipeline projects.	Overall Experience: At least 12 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 12 years experience, at least 6 year experience must be in inspection works related to pipeline materials / pipeline construction
10	Health , Safety & Environment Manager	Graduate in Fire and Safety Engineering / Graduate in Science / Diploma / Degree in Technology / Engineering with Diploma in Industrial Safety. Knowledge of Job Safety Analysis, Hazard Identification, Risk Analysis, Method Statement, Safety procedures, safe industrial practices.	Overall Experience: At least 15 years' experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc.

The supporting staff / manpower under each type must have the working experience of at least 7 years in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery, LNG

Liquefaction or / and Re-gas Terminal etc. out of which at least 3 years' experience must be in the relevant working area. An indicative structure for manpower deployment is as under:



For the pipeline Construction Activities the indicative structure of manpower to be deployed by the PMC for optimal work output is as under:

(i) Pipeline Laying and Terminal Works

Pipeline Laying is a Specialized Job wherein lot of resource including manpower and equipment has to be mobilized before the actual front end activities starts. The following activities are involved in laying works.

1. ROU Acquisition
2. Stringing
3. Trenching
4. Welding
5. Joint Coating
6. Lowering & Backfilling
7. Tie In
8. Hydro testing
9. Drying, Pigging, Gas-In
10. Attending and liquidating check list points

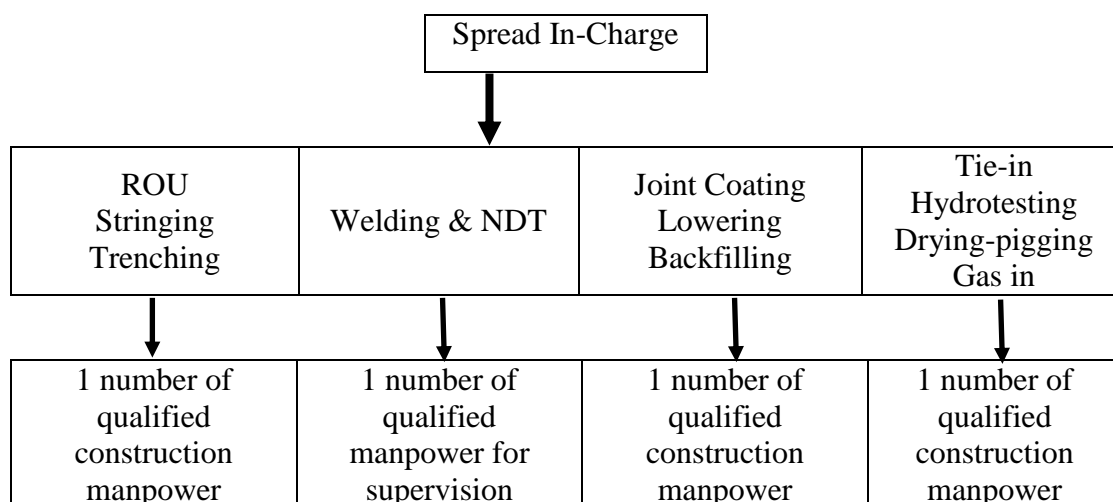
(ii) **For Terminal Works** following activities are normally carried out, but not limited to following:

1. Site Grading
2. Civil Works and Construction Activities
3. Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph
4. Works pertaining to installation of Mechanical Equipment / Telecom / SCADA system
5. Works pertaining to Electrical and Instrumentation.
6. Testing & commissioning.

The typical requirement of manpower for Consultant per spread with one opening is as follows.

Pipeline Laying Works

Indicative Site Organization Chart for PMC manpower:



PMC manpower estimates:

Sl.	Type	Activity	Consultant
1.	Front End Activities	ROU Opening	01
2.		Stringing	
3.		Trenching	
4.		Welding	01
5.	Back End Activities	Joint Coating	01
6.		Lowering & Backfilling	
7.		Tie-In	01 *
8.		Hydrotesting	
9.		Drying, Pigging, Gas In	
10.		Telecom / Scada	
11.		Cathodic Protection	
12.	Sub Total		04
13.	Opening / Spread In-charge		01
14.	Total		05

Note: * - Front end persons may be redeployed, if activities are not simultaneous.

This is a typical indicative optimal manpower requirement for Consultant for a spread with one opening for pipeline laying works. For more than one opening say “X” number of openings, then the manpower requirement for Consultant is as follows. Here one Construction In-charge for Consultant shall be considered who will be coordinating all the activities.

Number of Spreads	Consultant Manpower
X	4*X+1

Terminal Works

Sl.	Activity	Consultant Manpower
1.	Civil Works and Construction Activities	01
2.	Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph, including	01
Total		02

For more than one terminal say “Y” number of terminals then the manpower requirement for Consultant is as follows.

Number of Terminals	Consultant Manpower
Y	02*Y

Terminals In charge and his subordinate shall be of different disciplines.

Stores Management

For stores management, the PMC will be required to deploy manpower. The least number of persons to be deployed in one store is as under:

Sl.	Activity	Consultant
1.	Stores Management (per store)	01
Total		01

For more than one store say “Z” number of store the minimum number of manpower to be deployed including one store in-charge is as under:

Number of Stores	Consultant Manpower
Z	1*Z +1

Based on the above the minimum Construction Manpower required to be deployed for individual project by the PMC is

$$(4*X+1) + 02*Y + (01*Z + 1) = 4*X + 02*Y + 01*Z + 2$$

The consultant shall mandatory submit the following along with the bid document

- ❖ **Bio-Data of the Key personnel viz: Project Manager, Engineering Manager, Construction Manager, Planning Manager, Inspection Manager, Contracts Manager as per format enclosed at Part-6, Annexure-2.**

It is mandatory for the foreign PMC bidders to deploy the **Project Manager** as expatriate from its principal company. **The said Project Manager** should be available on continuous basis at its India office for the subject contract during the tenure of the PMC contract. If the designated expatriate Project Manager Moves out of the country on leave (for more than 12 days in every 3 months), suitable expatriate substitute is to be provided, and otherwise it shall call for necessary deductions from PMC payments.

The ‘Project Manager’, ‘Planning Manager’, ‘Contracts Manager’ are required to be deployed throughout the PMC contract period. The ‘Construction Manager’ is required to be deployed from the date of award of Pipeline Laying contract till closure of the construction contracts.

Substituting of PMC personnel with other PMC personnel will be done with either same level & experience or higher level & experience personnel.

In order to expedite progress, within same scope of work, PMC may be required to augment with more manpower without any additional financial implications to GAIL.

10.0 PROJECT EXECUTION METHODOLOGY

- 10.1 The PMC will be required to prepare an execution Methodology for executing the pipeline project with the aim to execute the project in schedule time, economize the project cost and execute the project in the most effective way. The Methodology will be prepared within the framework of the GAILs procedures in Vogue. The following sections outline the area which needs to be covered in the Execution Methodology.

<i>Sl.</i>	<i>Item</i>	<i>Description</i>
a.	Detail Engineering	This will cover the details for engineering to be done under various disciplines, listing of requirements, preparation of Specifications, Material Requisitions, Process Design Basis, Pipeline Sizing, Receipt / Dispatch Terminals etc. Listing of standards based on which the engineering has been done item wise.
b.	Selection of Technology for various Line Materials / Equipments	This will highlight the details for the technology to be selected for high value items like line pipes, rotary equipments, Power Source, SCADA, Telecom, Metering etc. Type of Internal & External Coating in Pipes, Pipe Grade, Class Location etc.
c.	Contracts Management : Procurement Strategy (Open Tenders, Limited Tenders, MVL) for Procurement Pkg, Works Pkg	This will highlight the identification of all materials and works and their packaging for tendering and execution. Estimating the cost of each material, works package. Mode of tendering inline with GAIL Contracts & Procurement Procedure. List of vendors as per the Master Vendor List of PMC for items to be procured through limited tendering.
d.	Construction Management	Identification and finalization of number of sections / spread in line with best international practices. Identification and finalization of locations for Camp Offices along pipeline route. Identification and location of Dump Sites for line pipes. Construction Strategy and Schedule. Certification of Contractors Bills.

e.	Inspection Plan	<p>Detailed Plan and Methodology for inspection for various categories of materials and construction including :</p> <ul style="list-style-type: none"> ❖ Line Materials ❖ Main Line Valves, Terminal Valves ❖ Line Pipes ❖ Line Pipe Coating ❖ Rotary Equipments if the same exists ❖ Construction ❖ FAT / SAT for SCADA, Telecom and other Pkgs. <p>Methodology for Release of Materials after inspection. Deployment schedule of manpower for Inspection.</p>
f.	Stores & Materials Management	<p>Location of Stores for storing free issue materials. Methodology for Management of Stores by PMC. Receipt & Delivery of all Materials through GAIL's ERP system. Generation of Price Schedule Ledger (PSL). Listing & Handing of Construction Surplus to GAIL.</p>
g.	Project Commissioning & Startup	<p>Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan.</p>
h.	HSE Plan	<p>Health & Safety guidelines required to be followed in construction, commissioning & startup.</p>
i.	Project Planning & Scheduling	<p>Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule & and Cash flow Plan for various orders.</p>
j.	Project Hard Costs	<p>Basis of cost estimate and Estimated Cost against various procurement & works package.</p>
k.	Resource Requirement	<p>Schedule for Deployment of Manpower for Project Office and Construction Site. Organogram for Project Office & Construction Site.</p> <p>Details of resources other than manpower to be used for project execution like PCs, Names of Software's to be used, Availability of communication facilities like vehicles, phones, faxes, video conferencing etc</p>

1.	Project Closeout	The PMC will devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout, schedule for close out.
----	------------------	--

The methodology described under this section is broad guidance. The project is proposed to be executed based on the following tentative packages. The list of packages would be approved by GAIL. The list of packages mentioned here is not exclusive and there may be increase or decrease in no. of packages at the time of execution.

10.2 Procurement / Works packages

Following is the tentative list of packages. The list is based on the broad approach for execution. Detail Engineering is to be carried out by the PMC including the sizing and engineering of all the major items procured even through composite construction contract. Inspection of the all major items mentioned below is to be carried out by the PMC. The list is below is indicative. There may be some items which can be directly procured through tendering instead of through composite construction contract. The list will be finalized at appropriate time, preferably during kick-off meeting. No additional amount is payable to the PMC for tendering of more or less nos. packages than mentioned below:

<i>No</i>	<i>Package</i>
1	Line Pipe and coating (excluded from PMC Scope at SOR no. 1.1)
2	Scrappers, Flow TEE, Pig Signalers, QOEC
3	IJ
4	Pipe Line Ball Valves
5	Other Ball valves
6	Fittings and Flanges
7	Pressure reduction and Metering skids
8	Assorted pipes
9	Power sources
10	RTU & SCADA
11	Telecommunication system
12	Composite construction package (Laying works and terminal works) including following procurement and works : <u>Procurement</u> : <ul style="list-style-type: none"> • OFC and HDPE ducts • Gas detection systems • Pipes, Fittings , Flanges, bolts, nuts, gaskets and all related hardware

	(other than procured above) <ul style="list-style-type: none"> • Globe , cheque valves, NRVs, Plug valves • Cables , instruments, UPS, Batteries • All other materials, not included above <u>Works :</u> <ul style="list-style-type: none"> • Laying of pipeline and associated facilities • Cathodic protection works • Construction and erection of terminal facilities including installation of all equipment • All Civil, mechanical, electrical, instrumentation works • Commissioning
13	Other works packages like Hydrological Survey & Geotechnical Services if required

10.3 Execution Plan

Project execution methodology to complete the project within the given schedule shall be submitted by the PMC immediately after award of the contract. Such execution of methodology will be discussed and in case any amendment/ modifications in the methodology are required to achieve the target completion of project, then same will be revised. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the Basic Design and the Detailed Engineering, construction, completion, commissioning and handover of the Project. Clause 10.0 to be also referred.

10.4 Quality Assurance

PMC shall prepare Quality Assurance (QA) / Quality Control (QC) documents and will ensure compliance. This compliance shall be supported by quality statements and quality manuals of the Contractors and all major sub-suppliers.

10.5 Design Standards

The following design standards shall be used as a minimum in the Scope of work

- (i) PNGRB T4S Standard & other regulations
- (ii) Published Standards
- (iii) Indian Standards
- (iv) Oil industry Safety Directorate (OISD)
(In case of conflict among Indian Standards or with International Standards, owner should be consulted for deviations which in Consultant's opinion have cost impact)
- (v) International Standards: ANSI, ASME, ASTM, API,SA,NACE,ISO,DIN,EN etc

11. EXCLUSIONS FROM CONSULTANT'S SCOPE

11.1 General:

The following are specifically excluded from scope, however, all technical assistance will be provided by consultant:

- (i) Route Survey, ROU for pipeline laying and land acquisition
- (ii) Insurance policies shall be taken either by GAIL or by Vendor/ Contractor. (However, lodging of insurance claims and realization of the same shall be done by the consultant).
- (iii) Industrial relation functions and implementation of labor laws at work sites.
- (iv) Tender / NIT advertisement fees shall be in GAIL's scope and shall be reimbursed to the consultant at actual. Tender fee received against sale of tender document from various agencies shall be forwarded to GAIL.
- (v) Payment of Customs duty amount and transportation charges of imported materials.
- (vi) Camp facilities, office facilities, vehicles, Communication facilities required for PMC personnel at construction site. (to be arranged/ reimbursed by GAIL)
- (vii) Stores Infrastructure facilities (to be arranged/ reimbursed by GAIL, refer clause 5.2 (viii))
- (viii) Line Pipes are envisaged to be sourced from GAIL's Project inventory and the same shall be delivered to site. However, if the line pipes are required to be procured, the same shall be paid extra as per separate SOR item.
- (ix) SOR item no. 2, 3, 4, 5, 6, 7 and 8 are optional items which may or may not be executed. These items shall be executed as per requirement of GAIL / Project site conditions. However, the rates quoted against these items shall be considered for evaluation of bids.

12.0 Addition, Reduction in scope and Re-tendering:

- 12.1 Addition/ reduction of PMC fees would be considered in case of addition or deletion in the scope of the project.
- 12.2 Change in drawings / documents in case of site decisions, land availability etc is to be carried out by the PMC without extra cost
- 12.3 Re-working / Re-tendering / re-designing etc. if any shall be done without extra cost to GAIL. Re-tendering for non-responsiveness, less competition higher price etc., the same is to be carried out by PMC within the quoted cost.
- 12.4 In case Consultant is required to execute certain extra activities not envisaged in the original scope of work, then Consultant shall submit to Engineer-in-Charge of GAIL, the detailed scope of work along with estimated Man-hours. Man-hours shall be mutually agreed between GAIL & Consultant before proceeding of the work and shall be paid at the rate of Man-hour / Man-day rates specified in Schedule of Rates for extra work.

13.0 OTHER CONDITIONS:

- (i) The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- (ii) The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.

- (iii) The consultant shall take approval/concurrence from GAIL on major and critical issues e.g. Design Basis, P&IDS etc.
- (iv) There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
- (v) The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (vi) The Consultant should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (vii) The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- (viii) Foreign bidder must deploy Expatriate Project manager.
- (ix) *Approvals from GAIL* : Approvals will be given by GAIL for Design basis, P&IDs and all major documents, stage wise approvals for procurement, issuance of Purchase orders, execute agreement with vendors/ contractors, Releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors etc. for all cases.
- (x) Any activity required to be carried out for completion of the project though not specifically mentioned in the tender document shall be carried out at no extra cost to GAIL.
- (xi) All assistance required by GAIL (viz: but not limited to preparation of drawings, documents, reports etc) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to GAIL.
- (xii) The consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the Project in approved formats within the quoted lump sum price only.
- (xiii) The consultant shall attend (& contribute) to Project & Construction Review meetings taken by GAIL management at Project/ Corporate/ Site offices of GAIL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lump sum price only, which shall be participated at appropriate level by PMC.
- (xiv) The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to GAIL
- (xv) PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration :
 - (a) Examining & providing reply of claims etc.
 - (b) Participation in arbitration proceedings.
- (xvi) One senior level PMC personnel should be stationed at Noida / Delhi for day-to-day coordination activities between GAIL & PMC. Further, PMC shall deploy SAP expert (1 No.) at GAIL, Noida office for carrying out SAP work.

(xvii) Technical Queries (TQ) / Commercial Queries (CQ) if required in tendering process should be raised with the consent from GAIL Project Manager.

(xviii) The consultant will be notified about their performance on periodic basis.

(xix) **Capitalization of the pipeline or a section of the pipeline:**

PMC to carry out all the material transaction in SAP & keep record pertaining to the movement of the material & its traceability/accounting in SAP as well as physical usage w.r.t the section of the pipeline. PMC to bifurcate the cost as per attached formats attached in Part-6 for the purposes of the capitalization of the assets. At the time of capitalization consultant may be required to depute their representatives in GAIL office.

14.0 KEY RESULT AREAS AND RECOVERIES

It is the prime responsibility of the PMC to complete the project in schedule time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. Recoveries would be affected for the delays attributable to the PMC. The PMC shall be periodically intimated about their performance.

Key result areas of the performance of the PMC along with the indicated recoveries are mentioned in the following table. **This is in addition to Price Reducing Schedule as per article 3.12 of the GCC.** Recoveries under this clause and PRS are subject to article 3.15 of GCC on limitation of liabilities.

S no.	Activity	Recovery
1	Design deficiency and deficiency in services	0.5 % in each case subject to a maximum of 3% of total ceiling amount
2	Variation in cost estimate of more than (+/-) 15 % as per clause 4.5 (iii) Cost Engg	x / X of 2% of awarded PMC cost (x, X are defined in clause 4.5 (iii) Cost Engg
3	Generation of surplus more than 3% of the total procurement (refer clause 4.1 (xvii))	0.1% of the ceiling PMC cost
4	Variation in awarded contract value and executed contract value is more than (+/-) 15 % as per clause 4.5 (iii) Cost Engg	y / Y of 1% of awarded PMC contract value (y, Y are defined in clause 4.5 (iii) Cost Engg

S no.	Activity	Time line	Recovery
1	Finalization of Design basis	45 days from FOA	5 % of the respective milestone amount

2	Finalization of P&IDS	60 days from FOA	5 % of the respective milestone amount
3	Evaluation of bids & submission of PBO recommendation including TQ / CQ, if any.	20 days from opening of bids (30 days in case of Line pipe tenders.)	5 % of the respective milestone amount
4	Submission of Award / Order placement recommendations.	10 days from the date of approval of PBO by GAIL.	5 % of the respective milestone amount
5	Submission of draft LOA and loading of PR/ Service Requisition in SAP	10 days from the date of Fax of Intent.	5 % of the respective milestone amount
6	Approval of Drawings/ Documents of Vendors for manufacturing of Equipment/ Materials.	Within 14 days of receipt from Vendors	5 % of the respective milestone amount
7	Commencement of inspection for Equipment's/ Materials	Within 7 days of inspection call for Inland and within 15 days of inspection call for Overseas.	5 % of the respective 'Delivery' milestone amount.
8	Non deployment of key personnel as per deployment requirement (for Project Manager and Construction Manager).		USD 1500 per day for Expat Project Manager. Rs 15,000 per day for others.
9	Monthly Progress Report	Within 7 days	Rs. 50,000/- for delay beyond 7 days in each case. Rs.2,00,000/- for non-submission
10	Delay in Site Visit by Project Manager / Engineering Expert	Within 4 Days	Rs 50,000/- per person per instance

Notes:

- (1) In all the above, calendar days are to be considered.

- (2) Apart from above, payments towards accurate cost estimate and non-generation of surplus would be regulated as per terms of milestone payment and other tender conditions.
- (3) In case project is completed within the contractual completion schedule from date of FOA, retention / Recoveries made against key result area if any shall be reimbursed to the consultant.
- (4) Further, in case final time extension is granted without PRS, no recovery against key result areas will be made.
- (5) No time extension will be granted to PMC on account of Engineering, approval of drawing /QAP/procedure/documents etc, inspection of materials and any other engineering related activity. These activities are invariably be carried out in the stipulated contract period and the penalties shall apply in such cases. Further no compensation in terms of Man-hour efforts beyond contract period will be given to PMC on these heads.
- (6) PMC to carry out quarterly closure of contracts including time extension, extra items, AHR items, deviations etc.

PART: 3

Health, Safety, Environmental Requirements

It is GAIL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non compliance.

The specific requirement includes the following:

a. Project Safety Review

A formal project safety review is to be carried out by owner and integrated across the various contracts. The Owners review team will require data, input from key personnel from other contractors and access to all locations being used by contractor, subcontractors and suppliers. PMC shall make all necessary arrangements for such reviews as required by owner and shall ensure that contractors make available such data, personnel and locations as required. PMCs shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.

b. Environmental Impact Assessment (EIA)

PMC shall ensure that all recommendations resulting from the EIA/RRA studies, on approval by owner, are incorporated in the tender documents for implementation by contractors.

c. HAZOP

PMC shall provide a team, with GAIL's approval, for carrying out HAZOP study during design stage, construction stage, commissioning stage and shall ensure that all recommendations and findings are implemented by contractors in a timely manner. Non Compliance of the HAZOP recommendations by Contractor shall be the responsibility of PMC.

d. Health, Site Safety and Security

PMC shall be responsible, on behalf of Owner for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site. PMCs shall compile the safety requirement on contractors.

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from contractors, subcontractors or PMC, Owner or third parties and/or damage or destruction to contractor's or Owners property, equipment and materials. The requirements shall be intended to supplement any Governing Authority of India, state, municipal, local or other regulations applicable at the site which PMC shall be obliged to enforce on behalf of owner. PMC shall agree with Owner's representative at site any variations between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

e. Site Safety Organization

PMC is to appoint a safety - officers with appropriate staff support whose responsibility is to monitor all safety activities on the job and report his findings to PMC. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and subcontractors. Each location shall require enforcement of approved safety rules and procedures by contractors and subcontractors.

f. Site Safety Planning

Prior to award of construction contracts or start of site work, PMC shall plan job safety requirement in conjunction with contractors giving due consideration to:

- (i) GAILs / PMC's Safety requirement;
- (ii) Location of job site(s)
- (iii) Type, background and quality of labor resources and anticipated training programme
- (iv) Nature of construction work, types of hazards anticipated and hazard
- (v) prevention methods
- (vi) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system;
- (vii) Construction equipment and materials to be used;
- (viii) Minimizing the number of contractors / subcontractors working in any area at the same time;
- (ix) Personal protective clothing and equipment requirements must be established, and orders placed for timely delivery to job site of such equipment. PMC will ensure that contractors execute obligations in this area.

g. Site Safety Manual

Prior to start of work at each job site, PMC shall publish and distribute a safety manual, safety bulletin, Dos & Don'ts about Safety approved by owner to cover safety activities. The manual shall be published both in English and Hindi and in other suiting workers' linguistic requirements.

The design of the manual shall permit easy communication of its contents to all personnel, recognizing languages and literacy conditions at the job site.

All GAIL's, PMC's and contractors supervisory personnel will be issued a copy of the manual. Further distribution of the manual, or specific sections, shall be determined dependent upon the needs of the adopted construction strategy and organization. Copy of the manual will be strictly be distributed to all statutory authorities.

The contents of the manual shall include, as a minimum the following:

- (i) Owner's & PMC's safety organization, philosophy and responsibilities

- (ii) Owner's & PMC's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Near miss accident report
- (v) Monthly safety audit report in line with OISD guidelines / checklist
- (vi) The requirements, availability and provision of personal protective clothing and equipment for specific activities that will occur at job site
- (vii) Traffic regulations at the work sites
- (viii) Requirements and standards for use of scaffolding/ladders
- (ix) Requirements for grounding electrical construction equipment and tools
- (x) Type, availability and responsibility for use of firefighting equipment;
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs;
- (xiii) Simple procedures to be followed by entire contractor's organization should major accident occur;
- (xiv) Control or access to site

PMC will issue update and revise booklets prior to commencing commissioning activities as new hazards arise and new working procedures are required.

g. Preparation of Emergency Action Plan

The PMC shall prepare the Onsite & Offsite Emergency Action Plan for Site apart from preparing Disaster Management Plan in line with the requirements of GAIL ISO procedures and OISD norms. The same will be handed over to GAIL for approval and subsequent circulation.

h. Safety Activities

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees.

Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging the providing such and ensuring consistency of knowledge and understanding across all and work groups. All personnel must be fully knowledgeable of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

i. Accident Investigation and Reporting

Any accident or incident resulting in a lost time injury, death, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented promptly after the incident including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given, within the site, to ensure further incidents do not occur. This investigation and report shall not preclude any similar investigations and reports required by governmental regulation, but may be handled concurrently with them.

PMC shall maintain safety performance and accident statistics records for the whole site in conformance to an agreed international standard or system to be approved by Owner.

Updated safety performance and accident statistics shall be included in PMC's every monthly report.

2) **Health Program:**

The PMC is to appoint an occupational health manager with appropriate staff whose responsibility will be to monitor all occupational health activities on the work site and his findings to the PMC. This role could be coupled with that of the safety manager. The occupational health manager will be responsible for:

- ❖ formation of health organization;
- ❖ preparation and submission to Owner of a health program;
- ❖ promotion of health education at the work site and analysis;
- ❖ Investigation and reporting of hazards and incidents on the site.

Additionally, the occupational health manager shall make periodic inspections of the Site, with specific reference to:

- ❖ sanitation;
- ❖ layout of temporary and permanent installations;
- ❖ provision of adequate medical personnel, facilities, equipment and supplies;
- ❖ Implementation of measures for dealing with injuries/ illness.

Bidder shall provide details of its compliance with the Project health, safety and environmental requirements included with this Tender Documents. This commitment shall be supported by HSE statements and manuals / procedures for Bidder and all major subcontractors.

PMC DELIVERABLES

The PMC is required to submit all deliverables within the schedule in line with the requirement mentioned in various sections of this document. The deliverables includes all documents, drawings, Plan, Best Practices, and Replies etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- (i) All Periodic Reports, Daily Progress Reports during construction, Customized Reports, presentations, best practices/ international practices required for submission to Management / External Agencies.
- (ii) All documents related to engineering, tendering, ordering, manufacturing, delivery, construction, commissioning.
- (iii) Stage wise recommendations
- (iv) Design basis, Data sheets, P&IDs, Engineering Drawings
- (v) Project Cost reports
- (vi) Various types of Plan, Manuals including Disaster Management Plan
- (vii) PMC to carry out quarterly closure of contracts including time extension, extra items, AHR items, deviations etc.
- (viii) Documentation for CCOE, Nagpur compliance
- (ix) Performance Evaluation Reports of vendors / contractors
- (x) Project Close out reports
- (xi) Consultant will ensure hand over /Taken over (HOTO) of applicable documents related to the project. They will make As built drawings of entire system including the existing facilities.
- (xii) Statutory documents
- (xiii) Any other deliverable not mentioned here but required elsewhere in tender.
- (xiv) Both hard and editable soft copies to be provided.
- (xv) Notwithstanding scope mentioned in other part of this document the Consultant will put special emphasis on followings:
 - Logistic Management
 - Health Monitoring of contracts (Periodic Report)
 - Hindrance Register

PART-5

TIME SCHEDULE

The project completion schedule shall be 27 months from the date of FOA. The date of commissioning / inertization shall be considered as completion of Project.

The Contract period shall be 33 months including contract closures and Project closeout period of 06 months from the date of FOA.

Though the contractual schedule is kept as 27 months, the pipeline connectivity to M/s HMEL, Bhatinda is to be provided on best endeavor basis within a schedule of 14 months for Mechanical Completion considering Line Pipes shall be made available as Free Issue Material by Jun/July'19. The customer M/s HMEL is ready to take gas from 01.05.2020. Accordingly, the project is to be executed as per the customer readiness.

The date of commissioning / inertization shall be considered as completion of Project. Price Reduction Schedule shall be applicable on any delay beyond 27 months from the date of FOA.

PMC would prepare detailed activity schedule for the project in consultation with GAIL at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones. PMC is required to plan and put manpower and resources accordingly. PMC is required to work simultaneously on various procurement & works packages and accordingly, make strong efforts to complete the project on or before this date. However, as per extant practices the project shall be monitored w.r.t internal schedule (Best effort Schedule) as well the deadline as indicated above.

PART-6

ANNEXURE- 1

COST ESTIMATE

NAME OF PROJECT :
NAME OF PACKAGE :
ESTIMATE DATE & VALIDITY :
TYPE OF COST STIMATE : DFR / EMD / PBO
Type of Delivery : FOT / FOB
Delivery at site : Destination/Port of Shipment / Works
Currency :
Exchange Rate :
Reference & date of Exchange Rate :
1) Direct Cost:

S.NO.	ITEM/ COMPONENT (with brief specification)	Est. Qty	Est. Unit Rate	Amount

Total=

- 2) Indirect Costs:
- (i) Freight
 - a. Shipment :
 - b. inland :
 - (ii) INSURANCE :
 - (iii) TAXES (specify tax wise & its percentage) :
 - (iv) DUTIES (specify duty wise & its percentage) :
 - (v) PACKAGING & FORWARDING :
 - (vi) HANDLING CHARGES :
 - (vii) OTHER ANTICIPATED COSTS :
 - TOTAL :
- 3) Total Landed Cost (1 + 2) :
- 4) List of Assumptions in the above cost :
- 5) Basis of estimation :
- 6) Justification/ Reasons for variation (if any) :

	Landed Cost Estimate	Percentage variation	Reasons for variation
a)	DFR EMD		
b)	EMD BID		
c)	BID Actual Cost		

PMC's Costing Department

Prepared by

Reviewed by

Approved and issued by PMC Project Manager

PBO RECOMMENDATION FROM PMC – CHECKLIST

1. Brief details of Bids
 - a) Bid document number and revision number
 - b) Scope of supply
 - c) Mode of tendering
 - i) In case of press tender enquiries, has the copy of NIT been sent to all the probable bidders.
 - ii) In case of limited tender enquiries, list of vendors approved.
2. Issue of Tender
 - a) Date of invitation of bids (issue of tender)
 - b) List of Corrigenda issued
 - i) Date of issue of corrigenda
 - ii) Reason of issue of corrigenda
 - o Does the issuance of corrigendum call for change in specifications
 - o If the issues of corrigendum call for change in specification, specify the financial implication towards the change in specification.
 - iii) Does the issue of corrigenda have prior approval of GAIL?
 - c) Have any queries / clarifications been obtained from bidders (TQ /CQ)
 - i) Attach all the communication from PMC and bidder,
(1) bidder wise – issue wise
 - d) In case of Press Tender enquiries, has the copy of NIT been sent to all the probable bidders?
 - e) Has the tender been hosted on the Web?
3. Bid due date – Techno-commercial Bid opening
 - i) As per original tender (not extended bid due date)
 - ii) Actual
 - iii) Reasons for bid due date extensions if any
4. Bidders' response – also mention number of foreign and number of Indian bidders for each of the following:
 - a) List of bidders from whom bids were invited (in case of limited tendering)
 - b) List of bidders who submitted their bid.
 - c) List of bidders who regretted to submit their bid, specifying reasons.
 - d) List of bidders who did not respond, specifying reasons.
 - e) Number of foreign bidders
 - f) Number of Indian bidders
 - g) If case of no Indian bidder, mention reasons.
 - h) Late bids if any
 - i) Late EMD if any
5. Is there any change in quantities as mentioned in SOR
 - a) Certificate that the quantities are final as on date
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities will be dealt with.
 - d) Revised cost estimate, if required.
 - e) Prior approval for change in quantities.
6. Deviations
 - a) Technical
 - b) Commercial
 - c) Approval from GAIL for accepting any of the deviations
7. Bid evaluation (comparative Statement)

- a) Technical
- b) Commercial
- 8.** Bid validity of acceptable bids
- 9.** EMD validity of acceptable bids
 - a) Copies of EMD of all bidders
- 10.** Recommendations with specific / discrete / explicit reasons for rejection some bid(s)
- 11.** Final Recommendation
- 12.** Has the cost estimate been prepared? State the basis of the of estimation.
- 13.** Request for material codification.
- 14.** Enclose Original + one copy of techno-commercial bid of all bidders

AWARD RECOMMENDATION - CHECKLIST

1. Brief details of Bids
 - a) Bid document number and revision number
 - b) Scope of supply
 - c) Mode of tendering
2. Price Bid opening
 - (i) PBO approval on which date.
 - (ii) Date on which price bids were opened
 - (iii) Reasons for delay is more than 3 days
 - (iv) Price bid opening statement.
3. Bidders' response
 - a) List of bidders whose PBO was recommended by PMC
 - b) List of bidders whose PBO has been approved by GAIL
 - c) List of bidders who price bids were opened.
 - d) If a) and b) are not equal specify reason.
4. Is there any change in quantities as mentioned in SOR
 - a) Certificate that the quantities are final as on date
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities will be dealt with.
5. Itemized LANDED price comparative statement with percentage variations from the estimate
 - a) Cost Estimate as per format. (cost estimate for PBO)
 - b) In case variation in the Final Estimate Cost and Recommended cost is more than 10%, the analysis for the variation should be furnished.
6. If there is any AHR item, it should be indicated clearly with recommendations
7. In case of OEM / Proprietary item, has the latest standard rate list of the vendor been checked and indicated?
8. In case quoted rates are lower by 20% from the estimate, have the reasons been specified?
9. Bid validity of all bids recommended for price bid opening.
10. EMD validity of all bids recommended for price bid opening.
 - a) Original of EMD
11. Final Recommendation.
 - a) Award price as compared to the estimate
 - b) Inspection agency approved for 3.1.C certification.
 - c) Negotiations required if any.

Apart from the above checklists , PMC is required to submit the following checklists (or as advised by GAIL time to time) mentioned against each activity:

A. CHECK LIST FOR RECOMMENDATION/ PROPOSAL FOR BEC

<i>Sl. No.</i>	<i>Description</i>
1.	PR/SR raised in SAP
2.	In the PR/SR, item wise estimates be kept including GST and other charges etc.
3.	Minutes/ points discussed in Pre-Tender Meeting enclosed and action proposed on relevant points/ taken in SCC, SOW or BEC
4.	Availability of materials in surplus, if any (applicable for procurement of goods only)
5.	Consistency in BEC in case of regular/ repeated cases. In case of shift, reasons for the same.
6.	To verify that name of prospective bidders are not appearing in Holiday/ Banning list, available on Intranet.
7.	Incorporation of lesson learnt in previous tenders, if any
8.	Evaluation Methodology
9.	Whether item/job is Splitable or not for applying the provisions of PPP for MSE-2012 accordingly.
10.	Whether PP-LC Policy is applicable (ICB cases)
11.	Relevant clauses of DoP and C&P Procedures (as applicable)
12.	Whether item is Domestically Manufactured Electronic Product list. Whether relevant details regarding preference for the relevant product have been filled in ITB.
13.	Cost-DFR Vs. Estimate and reason for difference, if any (applicable in project cases)

B. CHECK LIST FOR PRE- BID MEETING

<i>Sl. No.</i>	<i>Description</i>
1.	Bidders to be sensitized on the major aspects of tender including the BEC, its documentation & authentication
2.	A session on submission of bids through GAIL's e-portal in case of e-tendering
3.	Bidder to be informed about GAIL's "Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants" and 'Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices' and consequence of same for non-compliance.
4.	Any specific requirements of Tender.

C. CHECK LIST FOR ISSUANCE OF CORRIGENDUM/ EXTENSION OF BID DUE DATE

<i>Sl. No.</i>	<i>Description</i>
1.	Technical Corrigendum, if any
2.	Commercial Corrigendum, if any
3.	Impact on time schedule of project etc.
4.	Relevant clauses of DoP and C&P Procedures (as applicable)
5.	Details of request letters for bid due date extension (if any)

Note: Corrigendum to be uploaded well before the due date of submission of bid and sufficient time to be given to the bidders for preparation of their bid subsequent to uploading of corrigendum. For extension of bid due date and change of scope/specification, the competent authority shall be one level higher/ Director (for cases requiring approval of Director and above).

D. CHECK LIST FOR RECOMMENDATION/ PROPOSAL FOR PBO

Sl. No.	Description
1.	Specific reasons for disqualification, if any
2.	TBA is signed by competent level of executive in indenting department (for cases where PMC is not involved). Names and designations of officials should be clearly specified in TBA. TBA checked and vetted by Indentor/ Project Manager (for cases where PMC is involved) TBA should cover all point related to BEC, compliance to specifications/ scope criteria and all other important technical provisions of tender.
3.	CBA is signed by competent level of executive in C&P and F&A department (for cases where PMC is not involved). Names and designations of officials should be clearly specified in CBA. CBA checked and vetted by C&P and F&A department (for cases where PMC is involved). CBA should cover all point related to BEC (wherever applicable), rejection criteria and all other important commercial provisions of tender. Confirmation regarding the name of bidders is not appearing in Holiday/ Banning list, available on Intranet also to be mentioned in CBA
4.	To deal with representations, complaints, ministry queries etc., if any
5.	To verify that name of techno-commercially acceptable bidders are not appearing in Holiday/ Banning list, available on Intranet
6.	Relevant clauses of DoP and C&P Procedures (as applicable)

E. CHECK LIST FOR RECOMMENDATION/ PROPOSAL FOR AWARD

Sl. No.	Description
1.	Reasonability of prices
2.	Any suspicion regarding cartelization
3.	Recommendation on re-tendering (if applicable)
4.	Impact on project cost (Not applicable for O&M)
5.	Impact of delivery period on O&M Activity/ Project Schedule
6.	Analysis of L1 price if it is higher than estimates
7.	Ordering Cycle time
8.	Past price comparison for purchases
9.	Clear recommendation for approval is to be submitted, no conditional recommendation.
10.	Total committed cost in project with the award of subject package (Not applicable for O&M)
11.	Verifying that name of recommended bidder (s) are not appearing in Holiday/ Banning list, available on Intranet
12.	Dealing of purchase preference to MSEs (wherever applicable).
13.	Dealing of insufficient competition in terms of clause no. 4.16 of C&P Procedure (wherever applicable).
14.	Dealing of purchase preference to DMEPs (wherever applicable)
15.	Relevant clauses of DoP and C&P Procedures (as applicable)

ANNEXURE- 2

Format for Details of Capitalization (Line wise & terminal wise)

Name of the Project

Actual Length of Pipeline

DFR Estimate

Scheduled date of completion

Actual date of commissioning

Break up Summary of the actual cost of completion

- 1 Survey Cost
- 2 ROU
 - a Crop Compensation
 - b ROU Compensation
 - c Permanent Land Acquired
- 3 Line pipe
- 4 Other materials
- 5 PMC
- 6 Laying Cost
- 7 Owner's Expenses
- 8 Commissioning cost
- 9 Other Expenses

Enclosed:

- 1 Statement showing variation of actual with DFR cost along with reasons / remarks.
- 2 Commissioning certificate

Date :

Signature of EIC / Project
In Charge

Guideline on Details of Capitalization (Line wise & Terminal wise)

Break up Summary of the actual cost of completion		
1	Survey Cost	Line wise, State wise Survey costs along with liability if any. In case of bifurcation of common costs amongst different sizes of the pipelines, the basis of allocation along with allocated costs may also be given.
2	ROU	
	a Crop Compensation	Line wise, State wise village wise Crop compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in SAP to be enclosed.
	b ROU Compensation	Line wise, State wise village wise ROU compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in SAP to be enclosed.
	c Permanent Land Acquired	Line wise, State wise village wise Land acquired, Area of the land, whether freehold or leasehold, term of the lease, amount paid, balance yet to be paid with details of one-time payment and / or periodic payments made / to be made is to be enclosed and reconciliation with amount appearing in SAP to be enclosed.
3	Line pipe	size wise, spread wise line pipe including coating cost information (Quantitative as well as Amount) paid, liability provided with material reconciliation including pipes issued, consumed, balance surplus, transferred from / to other sites, damaged (if any), allowable wastage, recovery to be made from contractor, retention made may be given. Reconciliation with SAP to be enclosed.
4	Other materials	With reference of SAP document nos, reconciliation showing material transferred from/to other sites, consumed, balance with contractors or in GAIL / PMC custody, returned to stores, damaged / lost if any.
5	PMC	Details of PMC cost including liabilities as on date of closing of account reconciled with SAP figures, separately for each size of the pipeline. Bifurcation of PMC cost for different size wise pipelines,

		Terminals, Telecoms, Scada, Cathodic Protection, the basis of allocation and amount allocated may be given.
6	Laying Cost	Laying cost reconciled with SAP, Spread wise including extra works, AHR Items, Substituted Items, PRS and other costs, bifurcated size wise pipeline and other costs for Terminals, Telecom, SCADA & Cathodic Protection along with basis of allocation, if divided common costs, may be given.
7	Owner's Expenses	Details of Owners Expenses including liabilities on the date of closing of accounts reconciling with SAP figures separately for each size of pipeline should be given. Further bifurcation into pipeline, terminals, Telecom, SCADA, CP may be given along with basis of allocation.
8	Commissioning cost	Quantity and Value of Gas vented and other costs, if any during commissioning along with details of working should be given
9	Other Expenses	Other expenses not included above along with nature of expenses, details and bifurcation with basis if any

- 10 Taxes and Duties included in the above costs may be separately indicated.
- 11 Statement showing variation of actual with DFR cost along with reasons / remarks may be given.
- 12 A copy of the commissioning certificate in the format enclosed may be enclosed.



FORMAT FOR CAPITALIZATION CERTIFICATE

GAIL (INDIA) LTD
PROJECT DEPARTMENT
Noida

REF NO.:

DATE

CERTIFICATE FOR DATE OF COMMERCIAL USE
(For the purpose of capitalization of the pipeline)

This is to certify that ___inch x ___ km long pipeline from _____ to _____ for supplying Natural Gas to M/s _____ has been laid and mechanically tested. The pipeline has been commissioned on _____ and is ready for commercial use.

The above declaration is however, without prejudice to any of the rights of the contractors/ suppliers concerned as stipulated in the various contracts/ purchase orders.

(Project- In Charge)

ANNEXURE- 3

Format for Bio data

Paste Photograph Here

1.	Name					
2.	DOB					
3.	Place of Birth					
4.	Nationality					
5.	Contact Details, Phone No., Email					
6.	Languages Know (Read, Write, Speak)					
7.	Educational Qualifications					
8.	Professional Qualifications					
9.	Affiliations to Professional Bodies					
10.	Professional Experience					
	<u>Organization</u>	<u>From</u>	<u>To</u>	<u>Years</u>	<u>Position</u>	<u>Responsibilities</u>
11.	Computer & Software's Proficiency					
12.	Any Other Information:					

SECTION VB

PAYMENT TERMS AND OTHER IMPORTANT CONDITIONS (Special conditions of contract - SCC)

SECTION-VB

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in Section III “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III “GCC”, the meaning ascribed to such term hereunder shall prevail:

Definitions

“Bid / Tender Documents” shall mean documents issued to the bidder pursuant to IFB and listed in ITB.

“Effective Date” shall mean the date on which Contractor’s obligations will commence and that will be date of Fax of Acceptance (FOA).

Interpretations / Amendments from GCC:

- (i) Where any portion of the GCC is repugnant to or at variance with any provisions of Part B of Section V, then, unless a different intention appears, the provisions of the Part B of Section V (i.e. section VB) shall be deemed to govern the provisions of the GCC and provisions specified in Part B of Section V shall prevail to the extent of such repugnancy, or variations exist.
- (ii) In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- (iii) Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- (iv) All headings, subtitles and marginal notes to the clauses of the GCC, Part B of Section V or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- (v) Refer Article 3.6 of ‘GCC’:

Contract Performance Bank Guarantee (CPBG) - NOT APPLICABLE.

Completion certificate will be issued by Engineer –in-Charge of Owner on the acceptance of close out report as submitted by Consultant.

- (vi) Refer Article 3.8 of ‘GCC’: Prices shall be as per the SOR. Statutory variation in GST, if any, within the contractual completion period shall be borne by GAIL. However, any increase in GST beyond the contractual completion period shall be borne by the consultant. Any decrease in the rate of taxes and duties shall be passed

on to the employer. No variation in taxes duties or levies other than GST shall be payable.

2.0 TERMS AND MODE OF PAYMENT

The terms and mode of payment shall be as per Article 3.5.3.3 of GCC (Section III) as per details given below:

PAYMENT TERMS & MODE OF PAYMENT

- i. All the relevant clauses of GCC, ITB & SCC shall be applicable.
- ii. Payment shall start only after signing of Contact Agreement as per Tender document.
- iii. Payments will be based on successful completion of milestone activities, as per the % amount of lump sum value quoted by the PMC. Payment shall be made through e-banking. The consultant shall raise monthly invoices for the milestones attained during the billing period with required documentation. The consultant shall submit invoice as per GST Act/ Law. The details of the milestones are as enclosed at next page.
- iv. In case any milestone is not applicable, or not executable, or milestones are clubbed, Payment would be effected with suitable clubbing / substitution with the approval of GAIL Engineer-in-charge.
- v. In case material is sourced from inventory / sparable from other project / arranged by GAIL, Milestone payment for MR / BEC stage till delivery will paid after delivery/shifting of material to site.
- vi. In case any milestone is not achieved, payment for the same shall not be made.
- vii. The PMC shall be responsible to submit the invoices through GAIL Bill Watch System (BWS) in GAIL Central DAK and retain an electronic receipt on submission. GAIL will not entertain any bill not submitted through BWS / GAIL Central DAK. Owner shall Endeavour to release payments within 15 days for the bills raised by the PMC through e-banking.
- viii. Payment shall be made to the bank account bearing the name of PMC to whom work order has been released by GAIL. The PMC should open account in India.
- ix. Close out of Project” in milestone above refers to:

Mechanical completion of the project, subsequent commissioning of all facilities installed, closure of all purchase orders, work orders, contracts, submission of all as built drawings, operating manuals, documents etc from vendors/ contractors to owner and receipt of all unused material from contractors and return to owner after due material reconciliation, recommending penalties, recoveries if any for shortage, damages in goods, submission of vendor/ contractor performance evaluation and submission of Project Close Out Report, etc.

- x. The man day rate quoted by the bidder against SOR item no. 7 shall be for out of office visit to vendor works. The quoted rates shall be deemed to include office works such as Telephonic expediting, Inspection release note , dispatch clearance, Vendor performance report and / or order closure recommendation, as applicable, etc. Boarding & Lodging, local conveyance, To & Fro air travel is included in the scope.

Man days shall be calculated as under:

1 Man Day = 8 hrs.

Up to 4 hrs = 0.5 man day

More than 4 hrs up to 8 hrs on prorated basis

More than 8 hrs on prorated basis

90% payment shall be released after inspection / inspection release note and remaining 10 % on submission Vendor performance report and / or order closure recommendation, as applicable

- xi. Foreign travel days against SOR item no. 8 shall be for out of office visit to vendor works. The quoted rates shall be deemed to include office works such as Telephonic expediting, Inspection release note , dispatch clearance, Vendor performance report and / or order closure recommendation, as applicable, etc. Boarding & Lodging and local conveyance is included in the scope, however, to & Fro economy class air fare shall be paid extra as per actual

The Man days shall be calculated as under:

Total travel time in hrs. from departure airport in India till return to Indian airport = 'X'

Total Man days = 'X' / 24 hrs

90% payment shall be released after inspection / inspection release note and remaining 10 % on submission Vendor performance report and / or order closure recommendation, as applicable

- xii. **Paying Authority:** The Paying Authority will be

GM (Project Finance),
Project Execution Deptt,
GAIL (India) Limited,
Jubilee Tower, Plot No.B-35 & 36,
Sector-1, NOIDA – 201 301 (U. P.), INDIA

Deduction at Source:

- i) Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.
- ii) Owner will release payments to the Consultant after offsetting all dues to the Owner payable by the Consultant under the Contract.

MILESTONE LIST FOR RELEASE OF PAYMENT

Applicable for the scope of work

Sl.	Description	% Payment	% Cumulative Payment
A	Engineering		10.00
1	Finalisation of Design Basis along with Submission of Final Document & review of DFR	1.25	1.25
2	Finalisation of Process P&IDs along with Submission of Final Document	2.00	3.25
3	Completion of HAZOP Study along with Submission of Final P&IDs & HAZOP Closure report	0.50	3.75
4	Finalization of Tender document for Geotechnical, hydrological & Topological surveys.	0.25	4.00
5	Finalisation of Tender Document for Mainline Valves	0.75	4.75
6	Finalisation of Tender Document for Scraper Traps, Flow Tee and Insulating joint.	0.50	5.25
7	Finalisation of Tender Document for Pipe Laying & Composite works	3.00	8.25
8	Finalisation of Tender Document for Power Source	0.25	8.50
9	Finalisation of Tender Document for SCADA System	0.25	8.75
10	Finalisation of Tender Document for Telecom System	0.25	9.00
11	Finalisation of Tender Document for Metering Systems	0.25	9.25
12	Finalization of Material Take-off (MTO) for Assorted pipes.	0.25	9.50
13	Finalization of Material Take-off (MTO) for Fittings, Flanges, Valves.	0.50	10.00
B	Planning & Scheduling		1.00
14	Finalisation of Level -3 Internal Schedule.	0.15	10.15
15	Finalisation and Submission of List of Milestones for Internal Monitoring & Ministry Monitoring	0.15	10.30
16	Finalisation of Level-3 Ministry Schedule as per MMC requirement	0.15	10.45
17	Finalization of Project Execution Plan/ Methodology	0.25	10.70
18	Finalization of WBS structure	0.15	10.85
19	Submission of Organogram for Project Office & Construction site along with deployment of manpower	0.15	11.00
C	Tendering		8.00
20	Issue & Publication of NIT for Geotechnical, Hydrological & Topological surveys	0.25	11.25
21	Issue & Publication of NIT for Procurement of Mainline Valves	0.25	11.50

<i>Sl.</i>	<i>Description</i>	<i>% Payment</i>	<i>% Cumulative Payment</i>
22	Issue & Publication of NIT for Procurement of Scraper Traps, Flow Tee and Insulating joint.	0.50	12.00
23	Issue & Publication of NIT for Pipe Laying & Composite works	0.75	12.75
24	Issue & Publication of NIT for Procurement of Power Source	0.25	13.00
25	Issue & Publication of NIT for SCADA System	0.25	13.25
26	Issue & Publication of NIT for Telecom System	0.25	13.50
27	Issue & Publication of NIT for Procurement Metering System	0.25	13.75
28	Issue & Publication of NIT for Procurement of Assorted Pipes	0.25	14.00
29	Issue & Publication of NIT for Fittings, Flanges, Valves	0.25	14.25
30	Submission of PBO recommendations and approval for Geotechnical, Hydrological & Topological surveys.	0.25	14.50
31	Submission of PBO recommendations and approval for Procurement of Mainline Valves	0.75	15.25
32	Submission of PBO recommendations and approval for Scraper Traps, Flow Tee and Insulating joint	0.75	16.00
33	Submission of PBO recommendations and approval for Pipe Laying & Composite Works	1.00	17.00
34	Submission of PBO recommendations and approval for Procurement of Power Source	0.25	17.25
35	Submission of PBO recommendations and approval for SCADA System	0.25	17.50
36	Submission of PBO recommendations and approval for Telecom System	0.25	17.75
37	Submission of PBO recommendations and approval for Procurement Metering System	0.50	18.25
38	Submission of PBO recommendations and approval for Assorted pipes	0.25	18.50
39	Submission of PBO recommendations and approval for Fittings, Flanges, Valves	0.50	19.00
D	Ordering		11.00
40	Submission of Award/ Order Placement recommendations and approval for Geotechnical, Hydrological & Topological surveys	0.15	19.15
41	Submission of Award/ Order Placement recommendations and approval for Procurement of Mainline Valves	1.25	20.40
42	Submission of Award/ Order Placement recommendations and approval for Procurement of Scraper Traps, Flow Tee and Insulating joint	1.00	21.40
43	Submission of Award/ Order Placement recommendations and approval for Pipe Laying &	2.00	23.40

<i>Sl.</i>	<i>Description</i>	<i>% Payment</i>	<i>% Cumulative Payment</i>
	Composite Works		
44	Submission of Award/ Order Placement recommendations and approval for Power source	0.50	23.90
45	Submission of Award/ Order Placement recommendations and approval for SCADA System	0.50	24.40
46	Submission of Award/ Order Placement recommendations and approval for Telecom System	0.50	24.90
47	Submission of Award/ Order Placement recommendations and approval for Metering System	0.75	25.65
48	Submission of Award/ Order Placement recommendations and approval for Assorted Pipes	0.50	26.15
49	Submission of Award/ Order Placement recommendations and approval for Fittings, Flanges, Valves	0.75	26.90
50	Submission of Draft LOA, Loading of PR/SR in SAP & placement of Order for Geotechnical, Hydrological & Topological surveys	0.10	27.00
51	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Procurement of Mainline Valves	0.50	27.50
52	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Procurement of Scrapper Traps, Flow Tee and Insulating joint	0.50	28.00
53	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Pipe Laying & Composite Works	0.50	28.50
54	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Power source	0.25	28.75
55	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for SCADA System	0.25	29.00
56	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Telecom System	0.25	29.25
57	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Metering System	0.25	29.50
58	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Assorted Pipes	0.25	29.75
59	Submission of Draft LOA, Loading of PR/ SR in SAP & placement of Order for Fittings, Flanges, Valves	0.25	30.00
E	Inspection, Expediting, Manufacturing & Delivery		16.00
60	Approval of Drawings / Documents for commencement of manufacturing for Mainline Valves	0.75	30.75
61	Approval of Drawings / Documents for commencement of manufacturing for Scrapper Traps, Flow Tee & Insulating joint	0.75	31.5

<i>Sl.</i>	<i>Description</i>	<i>% Payment</i>	<i>% Cumulative Payment</i>
62	Approval of Drawings / Documents for Pipe laying & Composite works	2.00	33.5
63	Approval of Drawings / Documents for commencement of manufacturing for Power Source.	0.25	33.75
64	Approval of Drawings / Documents related to SCADA System for commencement of manufacturing.	0.50	34.25
65	Approval of Drawings / Documents related to Telecom System for commencement of manufacturing.	0.50	34.75
66	Approval of Drawings / Documents for commencement of manufacturing for Metering Systems	0.75	35.50
67	Approval of Drawings / Documents for commencement of manufacturing for Assorted Pipes	0.50	36.00
68	Approval of Drawings / Documents for commencement of manufacturing for Fittings, Flanges, Valves	0.50	36.50
69	Finalization of Geotechnical, Hydrological & Topological surveys Reports	0.50	37.00
70	Delivery complete at designated dumpsite / construction site store for Mainline Valves	1.50	38.50
71	Delivery complete at designated dumpsite / construction site store Scrapper Traps, Flow Tee & Insulating joint	1.50	40.00
72	Delivery, installation & commissioning complete for Power Source.	1.00	41.00
73	Delivery, installation & commissioning complete for SCADA System	1.00	42.00
74	Delivery, installation & commissioning complete for Telecom System	1.00	43.00
75	Delivery complete at designated construction site store for Metering Package	1.00	44.00
76	Delivery complete at designated construction site store for Assorted Pipes	1.00	45.00
77	Delivery complete at designated construction site store for Fittings, Flanges, Valves	1.00	46.00
F	Construction & Commissioning		49.00
78	Complete Mobilisation of Consultant Manpower at Site as per requirement & Submission of Organogram	2.50	48.50
79	Cumulative Construction Progress - 10 %	2.50	51.00
80	Cumulative Construction Progress - 25 %	2.50	53.50
81	Cumulative Construction Progress - 40 %	2.50	56.00
82	Cumulative Construction Progress - 50 %	2.50	58.50
83	Cumulative Construction Progress - 75 %	2.50	61.00
84	Cumulative Construction Progress - 85 %	3.00	64.00

<i>Sl.</i>	<i>Description</i>	<i>% Payment</i>	<i>% Cumulative Payment</i>
85	Cumulative Construction Progress - 100 %	4.00	68.00
86	Submission of Mechanical Completion certificate	4.00	72.00
87	Commissioning & Gas In for Pipeline System and submission of Commissioning certificate	4.00	76.00
88	Commissioning & Gas In for all Stations & Terminals	4.00	80.00
89	Accurate Cost Estimate for all Purchase orders and Work orders	2.00	82.00
90	Submission of all PO Closure statements	2.00	84.00
91	Submission of all WO closure statements	2.00	86.00
92	Acceptance of all PO Closure Statements prepared by Consultant	1.50	87.50
93	Acceptance of all WO Closure Statements prepared by Consultant	1.50	89.00
94	Submission of Performance Cards of all vendors	1.00	90.00
95	Submission of Performance Cards of all contractors	1.00	91.00
96	Handover of list of surplus and Non-generation of Surplus material beyond 3 %.	2.00	93.00
97	Handover of complete Material Reconciliation in SAP to GAIL	2.00	95.00
G	Project-Close out		5.00
98	Project Closeout and submission of project Closure Report	5.00	100.00
	Total	100.00	

Note:

- In case any package is included in the composite construction tender then milestone for that package shall be released with the particular milestone of composite tender.
- Compliance of clause 5.2 (Stores & materials management in SAP) of Scope of services (Section-V, Part-A) is to be ensured by PMC for milestone payments from Sr.No.70 to 77. Payment shall become due after preparation of GRVs/SIVs.

3.0 PERFORMANCE EVALUATION

The performance of Consultant to whom the award is placed shall be evaluated right from submission of bid till the final completion, as per **Attachment I - VENDOR PERFORMANCE EVALUATION PROCEDURE**”.

4.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, and other conditions mentioned in Scope of services, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- Letter of Acceptance / Contract Agreement.

- (ii) Fax / Letter of Intent / Fax of Acceptance.
- (iii) Schedule of Rates
- (iv) Special Conditions of Contract
- (v) Instruction to Bidders
- (vi) Scope of Services
- (vii) General Conditions of Contract.
- (viii) Other applicable Standards

5.0 COMPENSATION ON SUSPENSION OF THE PERFORMANCE OF DUTIES & SERVICES:

- 5.1 In case GAIL suspends the work in terms of article No. 3.11 of GCC, PMC will be compensated for maintaining its team at Site. Such compensation shall not be payable for first 3 months. If suspension continues beyond three months, the compensation shall be paid based on the quoted per week (completed) rate. However, No payment will be made for maintaining Design / Engineering / Inspection office.
- 5.2 In case, PMC Site team is de-mobilized, then De-mobilization and Re-mobilization charges will be paid as per the Schedule of Rates / Price Schedule after mobilization of consultant team (as per Bid Document) at site. Suspension charges will not be payable after De-mobilization of PMC site team.
- 5.3 In case of suspension beyond six months, either party has the option to take action as per Article No. 3.11.6 of GCC.
- 5.4 In case the bidder does not indicate the rate for compensation as per the proforma in the Priced Part, it will be considered that no compensation is required to be paid to the consultant and provisions of Clause No..5.0 will not be applicable for them.

6.0 Price reduction Schedule (Clause 3.12 of GCC)

Article 3.12 is modified as below:

In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL's default, there will be a reduction in total contract's price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of total contract's price.

SECTION – VI PRICE SCHEDULE

**Please refer SRM attachment for details
To be submitted by bidder as an SRM attachment**

BID DOCUMENT NO.:

PREAMBLE TO PRICE SCHEDULE / SCHEDULE OF RATES (SOR)

(A) A Price schedule shall be read in conjunction with General Conditions of Contract, Scope of services, Instructions to Bidders of this Bid document.

i) Basis of Prices and Other Rates

The fixed lump sum prices and other rates set forth herein shall be inclusive of all cost, risk and expense, overhead, profit and/or fee related to the satisfactory performance and completion of the Work and all taxes and duties excluding GST. The lump sum prices and other rates shall include any and all costs related to management, design, engineering, tendering, bid evaluation, supervision, attendance at all meetings with Owner/contractors (whether at Owner's premises, Owner's nominated location or Consultant's premises), inspection, testing and quality assurance/quality control of the Work, and Progress monitoring as more particularly described in the Scope of Services, or elsewhere in the Contract. Said lump sum prices and other rates shall include, but not be limited to, the costs of all labor, supervision, management, (including, but not limited to, wages, benefits, payroll, taxes, travel expenses, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges (including those incurred by Owner while in Consultant's offices), general administrative costs of Consultant's operation (including travel, lodging, boarding, transport facility, offices), all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, charges for over-time working (if required), charges for working on holidays (if required), and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the Work and complying in full with the provisions of the Contract, and which are not otherwise set forth or referred to in the Contract as a reimbursable expense. All downtime due to weather and mechanical breakdown shall be to Consultant's account and is deemed to be included in the fixed lump sum prices and other rates.

The quoted price of the bidder shall include, but not limited to the following:

- ❖ Usage of all existing and / or new office infrastructure
- ❖ Usage of all existing and/ or new Computers, hardware, software etc.
- ❖ All Printing , Reproduction , Communication and courier costs
- ❖ Expenses involved in travel (both inland and foreign), boarding, lodging, transportation of the Consultant's personnel and incidental expenses
- ❖ Fees paid to any other agency, company, organization, consultant/specialist;
- ❖ Income Tax; any other taxes payable in Consultant's country or payable in India
- ❖ Any additional efforts due to Re-engineering, Re-tendering, Re-routing, Revision in tender specifications, revision in drawings or execution methodology etc., if required.

In addition to above, the quoted price shall include performance of all activities though not specifically mentioned in tender, but otherwise required for overall completion of the project.

Camp facilities, office facilities, vehicles, Communication facilities required for PMC personnel at construction site shall be arranged/ reimbursed by GAIL. However, in case of non-availability of Camp facility / vehicle arranged by GAIL, the expenses shall be reimbursed as per actuals limited to the entitlement of the respective person in their own organization.

Stores infrastructure facilities shall be arranged/ reimbursed by GAIL. (Refer clause no 5.2 viii in section V).

The project duration envisaged is 27 months accordingly PMC contract duration shall be 33 months including contract closures and Project closeout (27 months + 6 months). However, if the Project is not completed within 33 months from the date of FOA due the reasons not attributable to the PMC, the PMC shall be eligible for additional payment of Site Man months only beyond the Lump Sum price quoted on actual basis. The bidder is required to quote the prices accordingly.

SOR item no. 2, 3, 4, 5, 6, 7 and 8 are optional items which may or may not be executed. These items shall be executed as per requirement of GAIL / Project site conditions. However, the rates quoted against these items shall be considered for evaluation of bids.

ii) **ERRORS AND OMISSIONS**

Bidders shall ensure that there are no errors or omissions in the Priced Bid. All the columns of the price bid are mandatory to be filled –up. In case, there is no amount, “0” (zero) needs to be mentioned. In case any omissions are noticed in the Priced Bid, the Bid is liable to be rejected.



GAIL (India) Limited
Gas & Beyond

SECTION-VII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

AGREEMENT for "_____" (hereinafter called the "Job") made on _____ day of _____, 2010 between M/s. _____, hereinafter called the "CONSULTANT" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the GAIL (India) Limited hereinafter called "GAIL" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with GAIL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that GAIL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by GAIL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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



Signed and Delivered for

and on behalf of **GAIL**

M/s GAIL (India) Limited

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Signed and Delivered for

and on behalf of

M/s _____

Date : _____

Place: _____

1. _____

2. _____

PERFORMANCE EVALUATION

- 1.1 GAIL follows a system of performance evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of Contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of GAIL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be debarred from future business with GAIL.
- 1.2 All the suppliers and contractors working with GAIL will be evaluated based on the parameters defined in the 'Performance Rating Data Sheet' as per enclosed Annexure-1 of this Attachment.
- 1.3 The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters:
 - Very good
 - Good
 - Fair
 - Poor
- 1.4 In case, a vendor / contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "holiday" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with GAIL for the holiday-period.
- 1.5 The vendors and contractors will be 'blacklisted' for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for pre qualifying / eligibility criteria irrespective of their rating in the past. Such vendors & contractors will be debarred from having business with GAIL in future.



Annexure-1 to Attachment - II

GAIL (INDIA) LIMITED

PERFORMANCE RATING DATA SHEET

(For Projects / Consultancy Jobs)

(i) **Project / Work Centre** :

(ii) **Order / Contract No. & Date** :

(iii) **Brief Description of Items** :
Works / Assignment

(iv) **Order / Contract Value (Rs.)** :

(v) **Name of Vendor / Contractor /** :
Consultant

(vi) **Contracted Delivery /** :
Completion Schedule

(vii) **Actual Delivery /** :
Completion Date

Performance Parameter	Delivery/Completion Performance	Quality Performance	Reliability Performance	Total
Maximum Marks	40	40	20	100

Marks Allocated (*)				
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Remarks (if any)

Performance Rating ():**

Note:

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

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

Sl. No.	Range (Marks)	Rating
1.	60 & BELOW	POOR
2.	61-75	FAIR
3.	76-90	GOOD
4.	MORE THAN 90	VERY GOOD

(Signature of Authorized Signatory with Name & Designation)

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE:

40 MARKS

Delivery Period / Completion Schedule		Delay in Weeks	Marks
a)	Up to 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 12 weeks	20
		Delay upto 16 weeks	15
		More than 16 weeks	0
b)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 16 weeks	20
		Delay upto 20 weeks	15
		Delay upto 24 weeks	10
		More than 24 weeks	0

1.2 QUALITY PERFORMANCE:

40 MARKS

For Normal Cases: No Defects / No Deviation / No Failure:

40 Marks

i)	Rejection / Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	When quality failure endangers the system integration and safety	Failure of severe nature	0 Marks

	of the system.	- Moderate nature - Low severe nature	5 Marks 10-25 Marks
iii)	Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE:

20 MARKS

A. FOR WORKS / CONTRACTS

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 Marks
ii)	Mobilization of resources as per Contract and in time	4 Marks
iii)	Liquidation of Checklist points	4 Marks
iv)	Compliance to statutory and HS & E requirements Or, Reliability of Estimates / Design / Drawing, etc. in case of Consultancy jobs	4 Marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 Marks

B. FOR SUPPLIES

i)	Submission of order acceptance, PBG, Drawing and other documents within time	5 Marks
ii)	Attending complaints and requests for after sales service / warranty repairs and/or query / advice (up to the evaluation period)	5 Marks
iii)	Response to various correspondence and conformance to standards like ISO	5 Marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 Marks

ATTACHMENT - III

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name: M/s.

TENDER NO: GAIL/NOIDA/C&P/PROJ//PMC/18-077 (E –TENDER NO.8000014701)

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid failing which the Offer / Bid will not be considered for evaluation. Clauses confirmed hereunder should not be repeated in the Bid.

Sl.	Description	Bidder's Confirmation
1.	It is noted that deviations to terms & conditions shall lead to rejection of offer, as specified in the Bid Document.	
2.	Ensure and confirm that prices quoted in Price Schedules / Schedule of Rates (SOR), are for complete scope of work as defined in the Bid Document.	
2.1	Confirm Price Schedule / Schedule of Rates (SOR) is submitted duly filled & signed in Priced Bid.	
2.2	Confirm Un-priced (i.e. with prices blanked out) part of Sl. 2.1 above submitted in original & each copy of Un-priced bid.	
3.	Confirm that the offer shall remain valid for acceptance up to four (04) months from final Bid Due Date / Date of Opening of Bids.	
4.	Confirm that quoted prices shall remain firm, fixed and valid until completion of the contract performance.	
5.	Please confirm the quoted prices are in Indian Rupees / US\$ / Home Currency of the bidder.	
5.1	Currency of Quote is:	
6.	Confirm acceptance of Completion Period as per requirement specified in Bid Document (to be reckoned from date of Fax of Intent).	
7.	Confirm complete technical literatures / catalogues and Users reference list submitted along with offer.	
8.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as	

	specified in the Bid Document.	
9.	Confirm that in case of delay in completion beyond contractual completion date, the invoice shall be submitted for the amount duly reduced to the extent of PRS.	
10.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
11.	Confirm acceptance of relevant terms of payment, as specified in the Bid Document.	

Sl.	Description	Bidder's Confirmation
12.	Confirm acceptance in toto of the terms & conditions contained in:	
(a)	(i) Instructions to Bidders (ITB)	
	(ii) General Conditions of Contract (GCC)	
	(iii) Special Conditions of Contract (SCC)	
	(iv) Scope of Consultancy Services & Schedule of Rates	
	(v) All other commercial documents / attachments of Bid Document	
(b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that terms & conditions indicated elsewhere including any printed terms & conditions, shall not be considered by Owner.	
13.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
14.	All correspondence must be in English Language only.	

15.	Indicate Name & Contact No. (Telephone / Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid.	
16.	Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

(Signature of authorized signatory)

Name: _____

Date:

Designation:

Place:

Seal:

ATTACHMENT - IV

ENTERPRISE'S INFORMATION W.R.T. THE MICRO, SMALL AND MEDIUM

ENTERPRISES DEVELOPMENT ACT, 2006

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006 (MSMED)" has come into force from 2nd October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act 2006, enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium Enterprises based on the investment in plant and machinery / equipment.

The term 'Enterprises' stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For ready reference, the definitions of Micro, Small and Medium Enterprises are given below:

Classification of Enterprises engaged in:

- (a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the "Industries (Development and Regulation) Act 1951" as:

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed INR 25 Lacs
Small	More than INR 25 Lacs but does not exceed INR 5 Crores
Medium	More than INR 5 Crores but does not exceed INR 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed INR 10 Lacs
Small	More than INR 10 Lacs but does not exceed INR 2 Crores
Medium	More than INR 2 Crores but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded.

- (I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro / Small / Medium Enterprise as follows:

"We (Bidder) confirm that we are a Micro / Small / Medium Enterprise under the MSMED Act 2006."

(Please strike off whichever status is not applicable)

Please note that if Bidder does not provide the above confirmation in Bid Document, it will be presumed that they do not qualify as a Micro or Small or Medium Enterprise under the MSMED Act 2006.

- (II) Further, with respect to Micro and Small Enterprises, the MSMED Act 2006 defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, please confirm the following:

"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes / No)."

If the response to above is "Yes", Bidder to provide Purchaser a copy of the 'Entrepreneurs Memorandum (EM)' filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that Bidder is not a Supplier under the MSMED Act 2006. Further if the Bidder does not provide the evidence in terms of the EM, Bidder will not be considered as a Supplier.