



## **GAIL (India) Limited**

16, Bhikaji Cama Place, R.K.Puram,  
New Delhi – 110066  
Phone Nos. 011-26172580; 26182955

### **IMPLEMENTATION OF EFFECTIVENESS AUDIT OF CSR PROGRAMMES**

**TENDER NO: GAIL/ND/MKT-C&P/CSR/03/2009**

**Due date and time for submission of bids----- : 01/05/2009, 15:00 HRS**

**Date of pre bid meeting ----- : 23/04/2009, 10:00 HRS**

**Due date and time for opening of un priced bids: 01/05/2009 ,15:30 HRS**



# GAIL (India) Limited

## REQUEST FOR QUOTATION

GAIL/ND/MKTG-C&P/CC/03/2009

Date 16/04/2009

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

### **SUB- IMPLEMENTATION OF EFFECTIVENESS AUDIT OF CSR PROGRAMMES**

**TENDER NO. : GAIL/ND/MKT-C&P/ PC-MKTG/CSR/03/2009**

GAIL (India) Limited, New Delhi, invites sealed bids for **IMPLEMENTATION OF EFFECTIVENESS AUDIT OF CSR PROGRAMMES**

under single stage two bid system from competent agencies meeting the Bid Evaluation Criteria as stated in the detailed RFQ/Bid Document attached.

**Due date and time for submission of bids:----- 01/05/2009, 1500 HRS. IST**

**Date of pre bid meeting :----- 23/04/2009 , 10:00HRS IST**

**Due date and time for opening of un priced bids :-01/05/2009 ,15:30 HRS IST**

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

The complete Bidding Document is also available on the website of GAIL ([www.gailonline.com](http://www.gailonline.com)).

The bidders are required to submit the bid security as EMD of **Rs. 20000/-** in the form of DD/ BG in the format F-4 along with the bid document. The bid document with out Bid Security shall be rejected for further detail please refer to article 9 of ITB

Bids shall be submitted exactly in the manner as described in **Instruction to bidders**.

Venue of pre bid meeting :16 BHIKAJI CAMA PLACE R.K.PURAM NEW DELHI -110016

Bids complete in all respects should reach the office of DAK Section, cabin 6013, Basement, GAIL(India) Ltd., 16, Bhikaji Cama place, New Delhi-66

Addressed to:

Sr. Manager (C&P), 2nd Floor, Cubicle No. 248,

GAIL(India) Ltd.,

16, Bhikaji Cama Place,  
New Delhi-110066

on or before the due date & time. Bids received after the due date and times are liable to be rejected.

Bids should be valid for 4 months from the bid due date.

Bids received through Fax/E-mail will not be acceptable.

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change, even if any deviation or exception may be specifically stated in the bid. Such price changes shall render the offer liable for rejection.

**PRE-BID MEETING:**

Bidders, desirous of attending the Pre-Bid Meeting, must submit authorization letter (ref format F-5 under section-III) at the time of Pre-Bid Meeting.

The bidder is requested to submit any questions in the format (**Attachment-1**) provided herewith by email/courier/fax so as to reach GAIL at least three (03) days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.

GAIL will appreciate submission of offer based on the terms and conditions in the enclosed Conditions of the Contract to avoid wastage of time and money in seeking clarifications on commercial aspects of the offer.

GAIL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

Yours faithfully,  
For GAIL (India) Ltd.

Rajeev Mehrotra  
Sr. Manager (C&P)  
Phone : 011-26105474-Direct, 26172580 Ext 6248  
Fax : 011-26185941 Fax Extension #455  
Email ID: rmehrotra @gail.co.in

## **Table of Contents**

<b>Section 1</b>	<b>Instructions to Bidders</b>
<b>Section 2</b>	<b>Scope of Work</b>
<b>Section 3</b>	<b>Bid Evaluation Criteria</b>
<b>Section 4</b>	<b>Special Conditions of Contract</b>
<b>Section 5</b>	<b>General Conditions of Contract</b>
<b>Section 6</b>	<b>Schedule of Rates</b>
<b>Section 7</b>	<b>Forms &amp; Formats</b>

# **Section-1**

**Instructions to Bidders**

**(ITB)**

1.0 **ARTICLE - 1 : COST OF BIDDING**

1.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and Employer (GAIL) will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.0 **ARTICLE - 2 : BID DOCUMENT**

2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Bidding Documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders, unless deviations are specifically stated by the Bidder. 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.

2.2 The services required, bidding procedure and order terms are prescribed in the Bid Document. The Bid Document includes:

<b>Section 1</b>	<b>Instructions to Bidders</b>
<b>Section 2</b>	<b>Scope of Work</b>
<b>Section 3</b>	<b>Bid Evaluation Criteria</b>
<b>Section 4</b>	<b>Special Conditions of Contract</b>
<b>Section 5</b>	<b>General Conditions of Contract</b>
<b>Section 6</b>	<b>Schedule of Rates</b>
<b>Section 7</b>	<b>Forms &amp; Formats</b>

3.0 **ARTICLE - 3: CLARIFICATION OF BID DOCUMENT**

3.1 A prospective Bidder requiring any clarification of the Bid Document may notify Employer in writing or by fax, telex or cable at the Employer's mailing address as indicated in the Bidding documents. The EMPLOYER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 07 days prior to the deadline for the submission of bids prescribed. Written copies of the Employer's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective Bidders who have received the bidding documents.

4.0 **ARTICLE - 4 : AMENDMENT OF BID DOCUMENT**

4.1 At any time prior to the bid due date, the EMPLOYER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents.

4.2 The amendment will be notified in writing or by fax, telex or cable to all prospective Bidders who have received the bidding documents and will be binding on them.

4.3 In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, the EMPLOYER may, at its discretion, extend the bid due date.

5.0 **ARTICLE - 5 : LANGUAGE OF BID**

5.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by Bidder and the EMPLOYER shall be written in English language. Provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

6.0 **ARTICLE- 6:DOCUMENTS COMPRISING THE BIDS**

6.1 The bid prepared by the Bidder shall comprise the following components:

- a) Bid Security in accordance with Article 9.
- b) A Bid Form and a Price Schedule completed in accordance with Articles 7 and 8.
- c) Agreement, to be submitted along with un priced part of the bid, in accordance with Article 26.
- d) Any other information/details required as per bid document.

7.0 **ARTICLE - 7 : BID FORM**

7.1 The Bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the services to be provided, a brief description of the goods and services, their country of origin, quantity and prices.

8.0 **ARTICLE - 8 : BID PRICE**

The prices quoted by the bidders will be inclusive of all taxes & duties (except service tax if any) transportation charges, boarding & lodging etc. for the subject work. The bidder will indicate service tax as applicable separately in the in SOR..

To enable the owner to avail of cenvat benefit, the contractor shall furnish to the owner any and all certificates and documents as may be required to be furnished by the owner to avail of the CENVAT benefits with respect to Service Tax as mentioned in SOR by the bidder. In case the certificates/documents are not provided for aforesaid amount of service tax the short fall amount will be recovered from the contractor's bill.

8.1 The Bidder shall indicate on the appropriate price schedule attached to these documents 'Unit Prices & Total Bid Prices' offered to services under the contract.

8.2.1 Prices shall be quoted, in the prescribed Price Schedule separately for each item of scope.

8.3.1 Prices quoted by the Bidder shall be firm and fixed during the validity of contract from the date award of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.**

8.3.2 Prices shall be written both in words and figures.

9.0 **ARTICLE - 9 : BID SECURITY-Not Applicable**

9.1 Pursuant to Article-6, the Bidder shall furnish, as part of his bid, bid security in the amount specified in the RFQ.

9.2 The bid security is required to protect the EMPLOYER against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Article-9.6.

9.3 Any bid not secured in accordance with Article- 9.1 may be rejected by the EMPLOYER as non-responsive pursuant to Article-17.

9.4 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible, but not later than 60 days after the expiry of the period of bid validity prescribed by the EMPLOYER.

9.5 The successful Bidder's bid security will be discharged upon the Bidder's executing the work order, pursuant to furnishing the performance security pursuant to Article-24.

9.6 The bid security may be forfeited:

- a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In the case of a successful Bidder, if the Bidder fails;
  - i) To furnish Performance Security in accordance with Article-24.
  - ii) To accept as arithmetical corrections of its bid pertinent to Article 18.2

9.7 Bid Security should be in favor of GAIL (India) Limited and addressed to GAIL. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number and the item for which the Bidder is quoting.

The Bid security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of GAIL (India) Limited, New Delhi. Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International bank or Indian scheduled bank in case of foreign Bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs . 100 corers 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, as per Performa enclosed in the Tender Document.

9.8 Public Sector Undertaking of Govt. Of India and firms registered with NSIC are exempted from furnishing bid security, provided they are registered for the tendered items and up to the



monetary limit they intend to quote. Provided further that they submit a copy of the current and valid registration certificate for the quoted item and monetary value along with their bid(s). Employer reserves right to verify the registration certificate provided, with relevant authorities.

#### **10.0 ARTICLE - 10 : PERIOD OF VALIDITY OF BIDS**

10.1 Bids shall be kept valid for 120 days from the final bid due date. A bid valid for a shorter period shall be rejected by the EMPLOYER as non-responsive.

The Bidder shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER to revoke or cancel its bid or to vary the bid given or any term thereof. In case of bidder revoking or canceling its bid or varying any terms in regard thereof without the consent of the EMPLOYER in writing, the EMPLOYER shall forfeit the bid security furnished by Bidder.

10.2 Notwithstanding Clause 10.1 above, the EMPLOYER may solicit the Bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax, cable or telex. The bid security provided under Article-9, shall also be accordingly extended. A Bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A Bidder may refuse the request without forfeiture of its bid security.

#### **11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID**

11.1 The Bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Purchase order/Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS**

12.1 One set of Bid Document including Bid form shall be issued to the Bidders. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.

12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.

- 12.4 Each Bidder shall submit only one bid. A Bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly super scribed as below :

**Part-I: Techno-commercial/un priced Bid**

**Part-II: Priced Bid**

12.5.1 **PART-I : TECHNO-COMMERCIAL/UNPRICED BID**

12.5.1.1 Part-I UNPRICED BID shall be submitted in 2 copies (01 original & 01 photocopy) complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-II with Prices blanked out. These unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly super scribed with Bid Document No., Item Details, Bid due date & time etc. and “UNPRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the Bidder.

12.5.2 **PART-II : PRICED BID**

12.5.2.1 Part-II : PRICED BID shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly super scribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICED BID - DO NOT OPEN.”

12.5.3 **Part-III : BID SECURITY** : Not Applicable

12.5.3.1 **Part-III** shall contain the Bid Security in original in the prescribed form and for requisite value/ validity, to be enclosed in a separate sealed envelope duly super scribed with Bid Document No. Item Details, Bid Due Date & Time etc. and the phrase ‘Bid Security’.

12.5.4 The three envelopes containing PART -I, PART-II and PART-III should be enclosed in a larger envelope duly sealed and pasted with enclosed CUT OUT SLIP and bear the name and address of the Bidder.

12.5.5 All the copies of the UNPRICED BID and PRICE BID should be signed & stamped by the Bidder on each page.

12.6 **Sealing & Marking of Bids**

12.6.1 The inner and outer envelopes shall be addressed to the EMPLOYER at the following address:

- a) Sr. Manager (C&P),  
GAIL (India) Limited  
16, Bhikaiji Kama Place,  
R K Puram  
New Delhi – 110 066

b) The envelopes bear the words, “**IMPLEMENTATION OF EFFECTIVENESS AUDIT OF CSR PROGRAMMES**”, the Bid Document No., and the words ‘DO NOT OPEN BEFORE **01/05/2009**’, 15:30 HRS.

c) In addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the bidder.

12.7 If the outer envelope is not sealed and not marked as required by Para 12.6, the EMPLOYER will assume no responsibility for the Bid's misplacement or premature opening.

### 13.0 **ARTICLE - 13: BID DUE DATE**

13.1 Bids must be received by the EMPLOYER at the address specified in the Bidding Documents not later than the date and time specified in the Bid Document.

13.2.1 The EMPLOYER may, at its discretion, on giving reasonable notice by fax, telex or cable or any written communication to all prospective Bidders who have been issued the bid documents, extend the bid due date. In which case all rights and obligations of the EMPLOYER and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

### 14.0 **ARTICLE - 14: LATE BIDS**

14.1 Any bid received by the EMPLOYER after the due date and time for submission of bids as prescribed in the Bid Document shall be rejected.

14.2 Telex/Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

### 15.0 **ARTICLE -15: MODIFICATION AND WITHDRAWAL OF BIDS**

15.1 The Bidder may modify or withdraw his bid after the bid's submission, provided that the modification/withdrawal notice is received by the EMPLOYER prior to the bid due date & time.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by Telex or Cable or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.2 No bid shall be modified subsequent to the deadline for submission of bids.

15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of his bid security.

## 16.0 **ARTICLE - 16: EVALUATION OF BIDS**

16.1 The EMPLOYER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

16.2 deleted

16.3 Once quoted, Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

16.4 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

### 16.5 **TECHNO-COMMERCIAL EVALUATION OF BIDS**

16.5.1 To assist in the examination, evaluation and comparison of bids, the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted, pursuant to Article 16.3 & 16.4.

16.5.2 Prior to the evaluation and comparison of bids pursuant to Article-18, the EMPLOYER will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. The EMPLOYER'S determination of bids responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

16.5.3 A bid determined as substantially non-responsive will be rejected by the EMPLOYER and may not subsequently be allowed by the EMPLOYER to be made responsive by the Bidder by correction of the non-conformity.

16.5.4 Bids not conforming to technical specification/requirements as mentioned in Bid Document will be rejected.

16.5.5 Conditional Bids will be liable for rejection.

16.5.6 The evaluation of the bid shall be done on the lowest cost to GAIL.

16.5.7 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of TENDER by the Bidder:-

I) Bid Security as per as per Article- 6.0 of GCC.- **Not Applicable**

- ii) Performance Security (Contract Performance Bank Guarantee) as per Article- 24.0 of GCC.
- iii) Validity of bid.
- iv) Non-acceptance of ARBITRATION, Firm Prices, Force Majeure clauses.
- v) Offers with completion schedule longer than the time stipulated as per bid document.
- vi) Price not quoted as per the format of Price schedule.
- vii) Payment Terms.
- viii) Termination of Contract as per Article- 32.0 of GCC
- ix) Price Reduction Schedule as per Article- 27.0 of GCC
- x) Non submission of PF and service registration certificate

#### 17.0 **ARTICLE - 17: OPENING OF PRICE BIDS**

The price bids of the substantially responsive Bidders will be opened. The price bids of those Bidders determined to be not substantially responsive will be rejected.

#### 18.0 **ARTICLE - 18 : COMPARISON OF BIDS**

18.1 The EMPLOYER will evaluate and compare bids previously determined to be substantially responsive.

18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

18.3 Price bid shall be opened only those bidder whose bids found substantially responsive.

18.3.1 Work preference to Central Government Public Sector Undertakings shall be allowed as per Government instructions in vogue. However, no work preference shall be applicable to Public Sector Undertakings against a foreign Bidder.

18.3.2 Comparison of Bids will be on the basis of lowest cost to GAIL as a whole

#### 19.0 **ARTICLE - 19: CONTACTING THE EMPLOYER**

19.1 Subject to Article 16.3, 16.4 no Bidder shall contact the EMPLOYER/EMPLOYER on any matter relating to its bid, from the time of Bid opening to the time the ORDER is awarded.

19.2 Any efforts by a 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.

**20.0 ARTICLE - 20: AWARD CRITERIA**

The Employer will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the contract. It is the sole discretion of the EMPLOYER to award the Contract in complete or part thereof.

**21.0 ARTICLE -21: EMPLOYER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

The EMPLOYER reserves the right at the time of award of contract to increase or decrease the quantum of works specified in the scope (in respect of each item of scope), without any change in unit price or other terms & conditions.

**22.0 ARTICLE - 22: EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

22.1 EMPLOYER 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 the EMPLOYER'S action.

**23.0 ARTICLE - 23: NOTIFICATION OF AWARD**

23.1 Prior to the expiration of period of bid validity the EMPLOYER will notify the successful Bidder in writing or by fax, E-MAIL that his bid has been accepted. The Notification of Award will constitute the formation of the Contract.

23.2 Validity of contract shall be counted from the date of notification of award. The notification of award will constitute the formation of a Purchase order/Contract.

**24.0 ARTICLE- 24: PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE)**

24.1 Within 30 days of the receipt of the notification of award (TOI/FOI) from the EMPLOYER, the successful Bidder shall furnish the performance security in accordance with Article 24 of General Conditions in the form provided in the bid document.

24.2 The performance security shall be for the amount equal to 5% of the value of the Work Order towards faithful performance of the contractual obligations. The performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favour of GAIL (India) Limited, New Delhi. Bank Guarantee shall be from any Indian scheduled bank or a

branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International bank or Indian scheduled bank in case of foreign Bidder. However, other than the Nationalized Indian Bank, the bank whose BG 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, as per Performa enclosed in the Tender Document

The Bank Guarantee shall be valid for a period as stated in Article-24 of General Conditions of Contract. The said Bank Guarantee shall be in the same monetary currency as that of the Contract.

24.3 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 bid security, in which event the EMPLOYER may award the order to the next lowest evaluated Bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

25.0 **ARTICLE-25: INCOME TAX LIABILITY**

The Bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this enquiry.

26.0 **ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UNPRICED PART OF THE BID**

It is expressly understood and agreed by and between ..... (the Corporation) and GAIL (India) Limited, (Indian Public Sector Undertaking) that GAIL (India) Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GAIL (India) Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The..... (Company) expressly agrees, acknowledges and understands that GAIL (India) Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly..... (Corporation) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, imp leader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

27.0 **ARTICLE-27: INVOICE AND PAYMENT**

27.1 As per details mentioned in Special Condition of Contract. Invoices shall be raised in the name of EIC GAIL.

27.2 All payments against the work order shall be released by GAIL, New Delhi by:  
Dy. General Manager (F&A),  
GAIL (India) Limited  
16, Bhikaiji Kama Place,  
New Delhi - 110066

**28.0 ARTICLE-38: Zero Deviation**

Bidders to note that this is a **zero deviation tender**. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspects of the offer. Bidder may note that no technical and commercial clarifications are likely to be sought for after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

**29.0 ARTICLE-29: E-Payment**

GAIL (India) Limited has initiated payments to suppliers and contractors electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or ICICI Bank or State Bank of India so that the payment through e-banking be made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any one of the above banks to facilitate payment through e-banking in case of award of work on him.

**30.0 ARTICLE -30 :Cut Out Slip**

Following is the cut out slip which is to be pasted on the outer envelope containing priced and unpriced offers.



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

**(For Un-priced envelope)**

**Client : GAIL (India) Limited**

**Bid Document No. : GAIL/ND/MKT-C&P/ CSR/03/2009**

**ITEM : IMPLEMENTATION OF EFFECTIVENESS AUDIT OF  
CSR PROGRAMMES**

**Due date and time for submission of bid : 01/05/2009 at 15.00 Hrs.**

**Date and time for opening of un priced bids : 01/05/2009 at 15.30 Hrs.**

**From :**

**To :**

<p><b>The Sr. Manager (C&amp;P) , Mktg- Group GAIL (India) Limited 16, Bhikaiji Kama Place R K Puram, New Delhi-110 066</b></p>
---

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

**(For Priced Envelope)**

**Client : GAIL (India) Limited**

**Bid Document No. : GAIL/ND/MKT-C&P/ CSR/03/2009**

**ITEM :IMPLEMENTATION OF EFFECTIVENESS AUDIT OF  
CSR PROGRAMMES**

**Due date and time for submission of bid : 01/05/2009 at 15.00 Hrs.**

**Date and time for opening of un priced bids : 01/05/2009 at 15.30 Hrs.**

**From :**

**To :**

<p><b>The Sr. Manager (C&amp;P) , Mktg- Group GAIL (India) Limited 16, Bhikaiji Kama Place R K Puram, New Delhi-110 066</b></p>
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**Client : GAIL (India) Limited**

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16, Bhikaiji Kama Place  
R K Puram,  
New Delhi-110 066**

# **Section - 2**

## **Scope of Work**

## Scope of Work

1.0 Effectiveness Audit of Corporate Social Responsibility (CSR) programmes to be executed for the period 2005-2006 and 2006-2007.

1.1 In order to assess the nature and scope of work, we give below a brief about GAIL's profile, its auditing units, its profitability so that you can easily assess the work involved for completing this **Effectiveness Audit of Corporate Social Responsibility assignment**.

### GAIL's Profile

GAIL was incorporated in 1984 and has evolved as an integrated Natural Gas Company with interest in Gas Transmission, Gas processing and downstream petrochemicals. Besides, Company participates in E&P Blocks and has also interests in Gas retailing and Power Sector through JV Companies.

1.2 GAIL is also a socially responsible organization and in this regard through the Corporate Social Responsibility Group, has mooted and financed various developmental schemes in villages across India. In order to ascertain judicious use of funds, it proposes to hire the services of auditors to check and report progress of various initiatives.

### **2.0 The programmes executed under Corporate Social Responsibility (CSR) to be covered under the study:**

The study (Effectiveness Audit) has to cover the programmes having expenditure amount of Rs.10 Lac and above. However, certain programmes of lesser value but which have accrued greater visibility to the company or benefit to the beneficiaries have also been covered for the study. Details of the programmes implemented in the year 2005-06 and 2006-07 work center wise are enclosed at **Annexure-A**.

### **3.0 Work Centers to be covered for the study (Year wise): (TWO LOCATIONS)**

Year	Name of GAIL Work Centers
2005-06	1. Pata – Dibyapur
2006-07	PATA-PETROCHEMICAL COMPLEX, District Auraiya, PATA(U.P)-206241.
	DIBIYAPUR-PETROCHEMICAL COMPLEX, District Auraiya, PATA(U.P)-206241.
	2. and Vijaipur
	Vijaipur-GAILCOMPLEX, VIJAIPUR-473112, Dist.GUNA(MP)

### **4.0 Parameters / objective of the study:**

There shall be a three tier Audit study to be conducted with the following specific objective reference to:-

#### **4.1 Effectiveness /Impact Study**

- i) Whether the programme/event has yielded the desired/targeted output and achieved the outcome.
- ii) What impacts such programmes have created in the places/among the people with

special emphasis on the current status of achievement of the objectives and how the activities have helped/alleviated standards of community life.

- iii) Loss to the company, if any, for not having implemented some of the planned activities.
- iv) Objective of the Programmes would be as per Annexure-A.
- v) The CSR Policy enclosed for reference at Annexure “IV”.

#### **4.2 Study of Financial Audit**

- i) Whether the money spent/invested has reached the target beneficiaries.
- ii) Budget provision vis-a-vis release of fund and expenditure incurred by executing partners/NGOs etc.

#### **4.3 Company Visibility through the programmes.**

- i) The Visibility of the company achieved through the implementation of the said programmes in the society / location.

#### **4.4 Selection of prog. for Audit 2005-06, 2006-07.**

The selection of CSR programmes 2005-06, 2006-07 for auditing has been done as follows:

- a) Rs.10 lacs and above prog. to be audited .
- b) Programmes of lesser value with greater visibility to the company or benefit to the beneficiaries have also been covered for the study.
- c) Programmes selected and segregated on the basis of Seven Thrust areas.

#### **5.0 Methodology of study:**

- i) Field/Site visits.
- ii) Interaction with various stake holders viz beneficiaries, local populace, district authorities, NGOs/Agencies associated for implementation of the programmes, Gram Panchayat/ Gram Pradhans, GAIL employees of the respective sites, Officer-In-Charges and CSR Officials of respective sites and any other sources deemed fit for gathering information for the study.
- iii) Verification of records/documents at respective GAIL sites, offices of executing agencies/NGOs etc

#### **6.0 Deliverables:**

- i) A detailed study report with summary on effectiveness of the CSR programmes and its impact with reference to the study objectives detailed at para 4.0 above. At the end of the Audit , to assess the impact of the program funded by GAIL, a report clearly indicating activities undertaken and objectives attained and the impact of the programme on local populace/ community / society along with financial impact as specified in the objective is to be submitted to GAIL(India) Ltd. .
- ii) In order to assess the impact of the program funded by GAIL, a list of beneficiaries is to be provided along with the completion report clearly indicating the Names, Age, Sex, Category as SC/ST/OBC/ GEN/ PHY.

- iii) Auditing Party / organization will submit the report to GAIL, New Delhi about various activities related to the project provided from the grant / funding released by GAIL along with Photographs of the Areas/Villages/Sites/ Eevents/etc, should be taken or obtained in the course of Audit and forwarded to GAIL.
- iv) Recommendations mentioning future prospects and scope and should the programmes as undertaken to be repeated in future .
- v) A report on financial audit.
- vi) Final presentation at Corporate Office after completion of study and analysis having been done by the company.
- vii) The draft report to be submitted within 15 days time period from the completion of the audit and Final report to be submitted within 12 days time period from the submission of the draft report with presentation to the Management on following week. Appointment of the date and time of presentation to be sought by the Engineer –in-charge.

**7.0 Team Members:**

The team assigned to site/field visits for Audit purposes would consist of atleast one Project In-charge or Sr. Professor assisted by one Jr. Associate/Assistant .The Project In-charge / Sr. Professor should be qualified as an MSW Degree or PG Diploma in Social Work .

**7.1 Qualifications and Experience required of Team Members:**

<b>Team Members</b>	<b>Education Qualification</b>	<b>Experience</b>	<b>Responsibilities</b>
Project In-charge or Sr. Professor	MSW Degree or PG Diploma in Social Work	06 years	He/She should have 05 years of experience of having conducted audit of similar nature of work or CSR audit of CSR progs. as specified in the Scope of work.  He should have lead the Audit team of similar nature of work or CSR audit of CSR progs. for not less than 02 assignments.
Jr. Associate/ Assistant	MSW Degree or PG Diploma in Social Work	03 year.	He/She will assist in undertaking the audit study and accompany the Project In-charge / team leader for undertaking the audit study.

**CVs signed in blue ink to be submitted.**

**7.2 Responsibilities of the Team Members / Key Personnel:**

<b>Team Member</b>	<b>Responsibilities</b>
Project In-charge or Sr. Professor	He/She will lead, design the plan of implementation of conducting the said audit, co-ordinate and supervise the Auditing firm’s team for timely execution of jobs assigned as detailed in clause 5.0 and 6.0 . He shall not delegate the responsibilities .
Jr. Associate/Assistant	He/She will assist in undertaking the audit study and accompany the Project In-charge / team leader for undertaking the audit study.

**7.3 PROFORMA FOR EXPERIENCE OF TEAM MEMBERS :**

Name :  
Designation :  
Location :  
Level :  
Experience in years :  
Proposed role in assignment :  
Experience:

S.No	Name of the Team Member	Brief description of the project audited / assessed	Duration of the project From - TO	Date of completion of the project	Value of the project / Assignment.

Use separate form for each Team Member.

**8.0 Time Schedule/Completion period:**

The study has to be completed within a period of **30 days** w.e.f. receipt of Fax of Intent/Letter of Award/Work Order issued by GAIL. Time is the essence of the study and No time extension shall be permitted.

**9.0 Schedule of Rates:**

The price is to be quoted for various expenses for conducting the study as specified in Scope of work as per the schedule of Rates.

**10.0 Details of the Activities /Programs to be audited for OBE 2005-06 / 2006-07 at the end of the Tender Document**



## Annexure “IV”

**Reference :** GAIL’s existing policy enumerated as below:-

To translate GAIL’s Corporate Social Responsibility Programme into action, company has carved out a clear-cut policy approved by its Board of Directors, the highlights of which are as under :-

1. Overall budget on CSR shall be 1% of the company’s net profit after tax (PAT) of the previous financial year. This overall budget is then distributed amongst seven specific ‘Thrust Areas’ as under-

S.N.	Thrust Areas	Percentage distribution of overall budget
1	Community Development	5%
2	Drinking Water / sanitation	10%
3	Educational Aid	10%
4	Environment Protection	20%
5	Healthcare / Medical	20%
6	Infrastructure	15%
7	Literacy Enhancement / Empowerment	20%

2. Organisation’s focus on CSR programmes shall be envisaged in a three-tier arrangement, i.e. National level, Zonal level and Work Centre level.
3. National and Zonal level programmes will be executed by Corporate Office and / or Zonal Offices while the work centers shall execute the programmes as are planned. Overall three times as much money will be spent on CSR by workstations, compared to that spent by national and zonal centers.
4. No carry forward of funds after March, 31.
  - No capital work involving tendering/ supervision work to be taken up.

## **Section - 3**

# **Bid Evaluation Criteria**

## **Bid Evaluation Criteria:**

### **3.1 TECHNICAL CRITERIA\***

The Agency should have executed one order/ job of similar nature in the past 05 years, of value not less than Rs.5 lacs with any one of the Govt. depts. or reputed multinationals companies or Public Sector Undertaking or Private Company. The agency should submit, proof of the work order and relevant satisfactory completion certificate of the work order i.e. completion certificate duly signed by the client on its letter head certifying satisfactory conclusion/completion of the job including value of work **OR** the bidder may enclose a letter from his client regarding assignment performed including value of work.

### **3.2 FINANCIAL CRITERIA:**

- i) Bidder should have achieved minimum annual turnover of INR 5Lakhs any one of the last three financial years (2007-2008, 2006-2007 and 2005-2006).

\* Note: It is mandatory to submit work Order and its completion certificate/letter from client.

# **Section-4**

**Special Condition**

**of**

**Contract**

## **SPECIAL CONDITIONS OF CONTRACT**

**1.0** The Auditing Party/organization shall carry out Effectiveness Audit of CSR Activities in the following work centers of GAIL (India) Ltd.

- i) Pata Dibyapur
- ii) & Vijaipur

### **2.0 Objective of the Audit:**

2.1 There shall be a three tier Audit study to be conducted (as specified in scope of work) to assess:

- i) Impact assessment study
- ii) Financial Audit, and
- iii) Company Visibility through the programmes

2.2 The study/Audit is to be conducted at GAIL site offices as specified in scope of work. While conducting the said Audit the Auditing party /org. has to interact with various stake holders i.e. beneficiaries, District Authorities, NGO's/ Agencies associated for implementation of the programmes, Gram Panchayats / Gram Pradhans ,GAIL Officer in charges, respective HR Officer and GAIL employees of the sites. The Auditing party also has to interact with any other source deemed fit for gathering the information and achieving the objective of the said audit.

2.3. The details of programmes 2005-06, 2006-07 are enclosed at Annexure "A" which are to be audited.

### **3.0 Completion Period:**

Party has to complete the audit study within 30days from the date of Fax of Intent issued by GAIL. No time and cost overrun will be allowed.

### **4.0. Price Reduction Schedule :**

On account of non completion of the said job or party unable to perform or conduct the study with in the stipulated period, a penalty of 0.5% of the total contract value per week and part thereof shall be liable maximum to the 5% of total contract value.

5.0 The team assigned to site/field visits for Audit purposes would consist of atleast one Project In-charge /Sr. Professor

assisted by one Jr. Associate/Assistant .The Project In-charge / Sr. Professor should be qualified as an MSW Degree or PG Diploma in Social Work .

No separate payment shall be made for the costs associated with the Associate and supporting staff deployed with the Auditing party and these shall be deemed to be included in the payment to be made for the man hours expended by the Auditing party.

6.0 . Accomodation at Audit sites:

GAIL's Guest house accommodation at Pata, Vijaipur, Lakwa, Delhi and Nasirabad shall be provided by GAIL to the Auditing Team (of two members only) free of cost. If team consists of more than two members, the party has to pay the accommodation charges for GAIL Guest house beyond two(02) members depending upon the availability of accommodation in GAIL's Guest house. The confirmation of the availability of guest house at different sites for the team members shall be obtained by the audit team coordinator from the Engineer In-charge.

7.0 Food Charges:

The food charges shall be borne by the audit team.

8.0 Local Transport:

One Vehicle shall be provided to audit team for Audit purposes free of cost at all locations.

9.0 The quoted rate should be inclusive of all expenses on report compilation, stationary, secretarial services, audio-visual presentation, food and travel etc. However, local travel will be provided by GAIL as mentioned in point No.8 above.

10.0 The visit to the each work center where Audit is to be carried out shall be only once by the Auditing team during the entire period of Audit.

11.0 Payment: As per GCC clause No. 3.5.3.1

12.0 Award Criteria:

The contract shall be awarded on over all L1 basis. GAIL would evaluate and compare the rates based on the total lump sum rates as per the SOR . GAIL reserves the right to accept a higher bid and / or accept any bids at its discretion without assigning any reasons.

Bidders are requested to quote as per SOR for the above definite scope of work and any bidder not agreeing to this shall be liable for rejection.

13.0 General :

13.1 Auditing Party / organization will endeavour to fulfill the objectives of the project as detailed in Scope of work.

13.2. Auditing Party /organization shall appoint a coordinator, who will coordinate various activities under this said Audit and coordinate to arrange for periodical inspections and monitoring of the progress to GAIL Officials through its coordinator, as it may identify.

13.3 Auditing Party / organization will provide name and telephone number of contact persons to GAIL, who are responsible for the implementation and coordination of the audit.

13.4 Progerss of every event of the study is to be informed at our Corporate Office to the Engineer In-charge in a weekly Time Report .

13.4.1 Time Reports :

The Auditing Party shall submit by e-mail weekly time reports of each team members , to the EIC, in the format set out below. Such time report shall be submitted on the 7th day from the date of Letter of Intent and multiples of thereof by the end of the business day and shall include the working day of the week covered by the time report. The time report shall also contain in brief , the work performed by the team members during the week .

13.4.2 (Name of the Auditing Party)  
Weekly Time Report

Week ending:

Week One from ----- to -----(insert dates covered by week One)

Team Member	Days on Site	Hours off site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total hours

Week Two from ----- to -----(insert dates covered by week One)

Team Member	Days on Site	Hours off site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total hours

Provide brief description of work undertaken on each day of the Week:

Date : \_\_\_\_\_ (Signature Authorised Representative)  
Team leader

13.5. GAIL shall not be responsible for violation of any Laws of land and Rules framed therefore from time to time, any arbitration etc. if arises between Auditing Party / organization and any agencies engaged by them or any party being Audited by them , on any issue(s) pertaining to Conducting Effectiveness Audit during the financial year 2008-09.

13.6. No switch over/ change of approved program from one to another will be permitted.

13.7. Auditing Party / organization will put GAIL indemnified of all charges, claims, taxes, disputes etc. if any.

13.8. Auditing Party / organization to provide the Bank Account details of SBI / HDFC / ICICI Bank to facilitate e-banking payments for the said project.

13.9. GAIL reserves the right to terminate the agreement by giving 07 days notice to **Auditing Party / organization** without assigning reasons therefore, if the progress is found unsatisfactory.





# **Section-5**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **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 CONSULTANT**

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 agencies 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:**

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

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 for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (Annexure-C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

3.6.21 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 service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

3.8.2 Statutory variation in taxes and duties, 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 PERFORMANCE 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 @ 1/2% 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**

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 Performa (Annexure – B) within 10 days from the date of receipt of LOI, 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-6**

## **Schedule of Rates**

**SCHEDULE OF RATES (SOR)**

S. N.	ITEM DESCRIPTION	Unit	Qty	Rate per unit In Rs.	Service tax Per Unit in Rs.*	Total Rate Per Unit (5+6)	Total Amount in Rs. (4x7)
1	2	3	4	5	6	7	8
1	Professional Charges for conducting the Audit study for CSR programmes for both the years i.e. 2005-2006 and 2006-2007(the list of programmes is attached in annexure-A) for all the sites mentioned in Scope of work. **	Lump-sum	01				

**Total in Words:**

**Rs.** \_\_\_\_\_

\*Note: 1 Auditing Party has to mention the % of service tax taken into consideration .  
Service tax \_\_\_\_\_%

- \*\*Note 2
- i) Professional charges inclusive of expenses on report compilation, stationary, Secretarial services, audio-visual presentation, food and travel etc.
  - ii) Local conveyance will be arranged by GAIL.
  - iii) GAIL's Guest house accommodation at Pata & Dibyapur and Vijaipur shall be provided by GAIL to the Auditing team.(for details refer SCC clause 6.0).
  - iv) The rate offered above should be inclusive of all taxes and duties and shall be borne by party.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Seal of Organization \_\_\_\_\_

# **Section - 7**

## **Forms & Formats**

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

To  
M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

- 1-1 Bidder Name: \_\_\_\_\_
- 1-2 Number of Years in Operation: \_\_\_\_\_
- 1-3 Registered Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 1-4 Operation Address  
if different from above: \_\_\_\_\_  
\_\_\_\_\_
- 1-5 Telephone Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address & Web Site \_\_\_\_\_
- 1-7 Telefax Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)
- 1-8 ISO Certification, if any {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)



**F-2  
BID FORM**

To

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the work and in conformity with, the said Bid Documents, including Addenda Nos. \_\_\_\_\_ (if any).

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid 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.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

**ADDRESS:**

**F-3**

**LIST OF ENCLOSURES**

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document on Non judicial stamp Paper.
2. Experience Certificate ( work order & completion certificate) related to BEC.
3. 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-3A and F-3B.
4. Copy of Bidding Documents along with addendum/corrigendum no. 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.

(SEAL AND SIGNATURE OF BIDDER)

**F-4**

**Annual Turnover**

**Each Bidder must fill in this form**

Annual Turnover data for the last 3 years

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1:				
Year 2:				
Year 3:				

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

**SEAL AND SIGNATURE OF THE BIDDER**

**(\*) To be filled by Employer**

**F-5**  
**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES

No.

Date:

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_
- 2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

**F-6**  
**NO DEVIATION CONFIRMATION**

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

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 exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

**F-7**  
**CERTIFICATE**

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us 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 and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised 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.”

Seal and Signature of Bidder

**F-8**

**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

Description of the work	Location of the work	Full Postal Address and phone no's of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed and the certificate to be considered for evaluation as per BEC should be earmarked clearly

The Work completed earlier than five years need not be indicated here.

The list of work, not of similar nature need not be indicated here.

SEAL AND SIGNATURE OF BIDDER

-F-9

**PRESENT COMMITMENTS OF THE BIDDER**

Full Postal Address and phone no's of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Comp. Period	%Age Comp. as on Date	Expected Date of Completion	Remarks

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER



F-10

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)  
( to be submitted in case of award)

TO:

M/S. GAIL(India) LTD.  
16, Bhikaiji Kama place  
R. K Puram  
New Delhi -110 066(India)

Dear Sirs,

M/s \_\_\_\_\_ have been awarded the work of \_\_\_\_\_ for GAIL ( INDIA) LTD. , 16, Bhikaiji Cama Place, R.K. Puram, NEW DELHI.

The Contracts conditions provide that the 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, undertaking full responsibility to indemnify GAIL (INDIA) LTD., in case of default.

The said \_\_\_\_\_ 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 and agree with you that if default shall be made by M/s \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to GAIL ( INDIA) LTD. we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
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 contract with the said \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid 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.
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 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 up to\_\_\_\_\_ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s.\_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour 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 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 ITB.
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 Owner and copy to Consultant confirming its net worth is more than Rs. 100 Cr. (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence.

**F11**

**BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS**

Bidder's Name M/s.....

Bid Document No.....

Offer Ref.....

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

-----

S. No. 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 'Schedule of Rates', are for complete scope of work as defined in the Bid document.
3. Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.
4. Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.
5. Bidder's name and address
6. Confirm that quoted prices shall remain Firm till completion of Project.
7. Please confirm the quoted prices are in Indian Rupees / US \$ / Home Currency of the bidder.
8. Confirm acceptance of Completion period as per requirement Specified in Bid Document (to be reckoned from date of Fax of Intent)

9. Confirm complete technical literatures / catalogues and Users reference list submitted along with offer.
  10. Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document.
  11. 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 against each phase.
  12. 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.
  13. Confirm acceptance of relevant Terms of Payment as specified in the Bid Document. [Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)].
  15. Confirm that Contract Performance Bank Guarantee (CPBG) for 5% of order/contract value shall be furnished within 30 days of Fax of Intent, valid for 3 months beyond the expiry of Guarantee/Warranty Period as per terms of Bid Document.
  16. Confirm acceptance in Toto of the Terms & Conditions contained in-
    - i) Instructions to Bidders
    - ii) General Conditions of Contract (GCC).
    - iii) Scope of work & Deliverables.
    - iv) All other commercial documents/ attachments of Bid Document. 3
    - a) In case of reservations, confirm that clause wise comments have been specified as annexure to this format
-

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S. No. Description Bidder's Confirmation

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- 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.
17. The bidder is required to state whether any of the Directors of bidder is not 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.
18. All correspondence must be in English Language only.
19. Indicate Name & Contact No. (Telephone/Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid.
20. 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.
21. Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Office Stamp \_\_\_\_\_  
Tel No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**F12  
DISCLAIMER**

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify GAIL immediately at the following address:

**GAIL ( India) Limited  
6, Bhikaji Cama Place, R.K.Puram,  
New Delhi – 110066**

**ATTN-SM (C&P)  
Phone : 011-26105474-Direct, 26172580 Ext 6350,  
Fax : 011-26185941**

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

GAIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

**Attachment-1**

**Bidder's Queries for Pre Bid Meeting**

Job : **IMPLEMENTATION OF EFFECTIVENESS AUDIT OF CSR PROGRAMMES**

Pre Bid Meeting : 10.00 hrs IST on 23/04/2009 at GAIL (India) Ltd., ( Near New Delhi)

Tender No : GAIL/ND/C&P/MKTG/02/2009

Sl. No.	Reference of Tender Document			Subject	Bidder's Query	GAIL's Reply
	Section No.	Page No.	Clause No.			

**Note: Queries for the pre-bid meeting may be sent by fax to fax numbers 91-11-26185941 ext 455# /15166#  
rmehrotra@gail.co.in or lalit.panwar@gail.co.in before due date of pre-bid meeting.**

**Signature of the Bidder:** \_\_\_\_\_  
**Name of the Bidder :** \_\_\_\_\_