



GAIL (India) Limited

(A Govt. Of India Undertaking)
Corporate Miller, 2nd Floor,
332/1. Thimmaiah Road,
Vasanth Nagar
Bangalore – 560 052
Phone Nos. 080-2234 2571/72

TENDER FOR APPOINTMENT OF PMC FOR CONSTRUCTION OF REGIONAL GAS MANAGEMENT CENTER AT KOCHI

**TENDER NO:
GAIL/BLORE/C&P/CONST/CN 2011-12/8000004036
DOMESTIC BIDDING**

Contact Details:
GAIL (India) Ltd,
Corporate Miller (2nd Floor),
Off: Queens Road,
Vasanthnagar,
Bangalore – 560052
Epbax: 080-22342571/72
Mr. P.M. Shaj Kumar, Sr. Mgr. (C&P)
Ph.: 080-22341563, 9591991095
e-mail : sk08536@gail.co.in

SECTION 1

INVITATION FOR BIDS



GAIL (India) Limited

INVITATION FOR BIDS (IFB)

GAIL/BLORE/C&P/CONST/CN 2011-12/8000004036

January 28, 2012

To,

Dear Sirs,

SUB: TENDER FOR APPOINTMENT OF PMC FOR CONSTRUCTION OF REGIONAL GAS MANAGEMENT CENTER AT KOCHI.

Bid Document Number : GAIL/BLORE/C&P/CONST/CN 2011-12/8000004036

- i. **NAME OF WORK** : Appointment of PMC for Construction of Regional Gas Management Center at Kochi
- ii. **DOWNLOAD PERIOD OF BID DOCUMENT** : From 28.01.2012 upto 16.02.2012, 1500 Hrs (IST)
- iii. **LAST DATE & TIME FOR BID SUBMISSION** : upto 16.02.2012, 1500 hrs (IST)
- iv. **TECHNICAL BID OPENING DATE & TIME** : 16.02.2012 at 1600 hrs. (IST)
VENUE ADDRESS : GAIL (India) Ltd.
Corporate Miller, 2nd Floor,
332/1, Thimmaiah Road, Vasanth Nagar,
Bangalore – 560 052

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

Dear Sirs,

- 1.0 GAIL (India) Limited invites bids under e-tender mode (2 bid system) from eligible bidders meeting the Bid Evaluation Criteria (refer ITB, Section – 2 of tender document) specified in this tender document, for Appointment of PMC for Construction of Regional Gas Management Center at Kochi, in complete accordance with this IFB.
- 2.0 Bids are to be submitted through e-tender mode (website <https://etender.gail.co.in>) by logging in using User-Id and Password. In case of vendors not possessing the User-Id and Password, they can access through Guest Login as a Guest User. This facilitates viewing of tender in display mode in Collaboration folder (C Folder) which contains Technical Document and the main e-Tender Screen which contains format of Schedule of rates (SOR). If the vendor desires to download the NIT and its attachments, he may download the same.

Contd..

Corporate Miller, 2nd Floor, 332/1, Thimmaiah Road, Vasanth Nagar, Bangalore – 560 052
Corporate office: 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110 066 Ph.: 011-26172580

- 3.0 Corrigendum, if any, to the tender document, shall be hosted on the website. The same may please be referred prior to submission of bid.

4.0 PARTICIPATION IN BID, REQUEST FOR USER ID and PASSWORD:

To participate in Bid submission through e-tender, it is Mandatory on the part of Vendors to have User ID and Password. To obtain User ID and Password Vendor/Bidder must open GAIL's e-tender website (i.e. <https://etender.gail.co.in>) and perform the following steps:

- i) Click on button: Request User ID (For new Bidders)
- ii) Fill the on-line form and submit. Ensure that the email 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 specified field, otherwise leave blank.
- iii) Ensure that all the mandatory fields (identified with a star mark) are filled in the application form for User ID creation.
E-Procurement administrator would take possible care to allot a User ID and Password within 4 working days of your on-line request. An Email (system generated) shall be sent to your email – Id (mentioned by you in the Registration form) giving details of your User - ID and Password. On Receipt of User ID, Please reset the password immediately by logging to our E-tendering site.
User ID and passwords are unique to each vendor and the vendor can use the same to view/download/participate in all e-tenders of GAIL.

Note: Without login registration ID vendor cannot participate in e-tender. There will be single login ID permission for one single vendor. There can be more than one I.D for the same vendor at different location address.
Obtaining User Id is an on-going process and is not linked to any particular Bid Invitation (tender). Any vendor willing to participate in GAIL tenders can obtain User Id as described above. Each vendor will get one User ID. Vendors are requested to designate one officer from their organization who will submit bids on line.
Vendors are advised to apply for User ID at least 7 days prior to the last date of bid submission in their own interest. User ids shall be given within 4 days subject to condition that information furnished by the bidder is complete in all respect. 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.

- 5.0 Bids complete in all respect should be submitted through e-tender mode on or before the BID DUE DATE AND TIME. No Manual Bids / Offers (hard copies) shall be permitted.
- 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. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of bid. Price changes through any other mode shall render the offer liable for rejection.

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- 7.0 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 8.0 GAIL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

THIS IS NOT AN ORDER

Yours faithfully,
for and on behalf of GAIL (India) Limited

(P.M. Shaj Kumar)
Sr. Manager (C & P)

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Instructions to Bidders (ITB)

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2.1.0 ARTICLE - 1: COST OF BIDDING

- 2.1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and GAIL, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.2.0 ARTICLE - 2: BID DOCUMENT

- 2.2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (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. Bidder must return the Agreed Terms and Conditions (as per **Annexure - D**), duly filled in, along with original TENDER issued by GAIL.

The services required, bidding procedure and Contract Terms are prescribed in the TENDER.

2.3.0 ARTICLE - 3: CLARIFICATION OF TENDER

- 2.3.1 A prospective bidder requiring any clarification of the Bidding Documents may notify GAIL in writing or by fax or cable at GAIL's mailing address indicated in the Invitation for Bids. GAIL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by GAIL. Written copies of GAIL'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.

2.4.0 ARTICLE - 4: AMENDMENT OF TENDER

- 2.4.1 At any time prior to the bid due date, GAIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 2.4.2 The amendment will be notified in writing or by fax or cable to all prospective bidders who have received the bidding documents and will be binding on them.
- 2.4.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, GAIL may, at its discretion, extend the bid due date.

2.5.0 ARTICLE - 5: LANGUAGE OF BID

- 2.5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GAIL 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.

2.6.0 ARTICLE - 6: DOCUMENTS COMPRISING THE BIDS

2.6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
- c) Agreed Terms & Conditions duly filled-in.
- d) Details of the experience on works of similar nature executed during the last three years as per Annexure F
- e) Any other information/details required as per TENDER.
- f) Deleted.
- g) Power of Attorney in favour of the signatory to the bid.

2.7.0 ARTICLE - 7: BID FORM

2.7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the TENDER, indicating the scope of work, a brief description of the services and prices.

2.8.0 ARTICLE - 8: BID PRICE

2.8.1 The bidder shall quote the prices in the price schedule attached to this TENDER.

2.8.2 Prices shall be quoted, in the prescribed Price Schedule by the bidder separately for each item of scope and in strict compliance to the format of the Price Schedule.

2.8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, service tax and also payment towards third party charges towards surveys etc. However, applicable rate of statutory taxes & duties must be indicated separately.

2.8.4 Inspection/Certification of all work/services at all stages shall be done by GAIL wherever GAIL so desires or by any third agency for which no extra charges shall be payable to the Bidder since all personal and incidental expenses of GAIL's Inspectors shall be borne by GAIL.

2.8.5 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by GAIL and will not in any way limit GAIL's right to contract on any of the price basis/terms offered basis.

2.8.6 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

2.8.7.0 Fixed Price

2.8.7.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.8.7.2 Statutory variation in taxes (i.e. service tax), 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.

2.8.7.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.

2.8.7.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. GAIL shall deduct Indian income tax applicable from the payments due to the bidder under the contract

2.8.7.5 Quoted prices shall also be inclusive of 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 Scope of Work.

2.9.0 ARTICLE- 9: BID CURRENCIES

2.9.1 Deleted.

2.9.2 The Expenditures to be incurred __ relating to this Contract shall be __ payable in Indian Rupees only.

2.10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

2.10.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by GAIL as non-responsive.

The bidder shall not be entitled during the said period of 4 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

2.10.2 Notwithstanding Clause 10.1 above, GAIL 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 or e-mail.

2.11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID

2.11.1 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.

2.11.2 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 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.

2.11.3 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.

2.12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

2.12.1 A set of TENDER __ shall be submitted duly signed along with the bid. Documents mentioned in the TENDER shall be submitted along with the bid by the Bidders.

2.12.2 Addenda/Corrigenda to this TENDER, if issued, must be signed and submitted along with the TENDER.

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

2.12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

2.12.5 Bid shall be submitted in the following manner as ___ below :

2.12.5.1 PART-A:

2.12.5.1.1 **Part-A : Un-priced Bid** shall contain all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out.

This is the "Techno-Commercial Bid". All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder's Profile
2. Power of Attorney for the authorized signatories
3. Deleted
4. Commercial Terms and Conditions
5. Details of Bidders' infrastructure in India ___.
6. Integrity Pact duly filled-in and signed/sealed.
7. Summary of Experience as per format in **Annexure F**.
8. Profile of consulting resources, whom CONSULTANT plans to associate with GAIL's project, shall be made available to GAIL.
9. ___ Signed copy of GAIL TENDER.
10. Declaration that Bidder has not been banned/ de-listed on bidder's letterhead.
11. Bidder's testimonials.
12. Agreement in accordance with Article 26.
13. Information/Documents/Certificates related to Bid Evaluation Criteria.
14. Any other document as may be required to substantiate the suitability of Bidder / CONSULTANT for GAIL.

2.12.5.2 PART-B:

2.12.5.2.1 **Part-B : Priced Bid** shall be submitted with FULL PRICE DETAILS ___

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the TENDER. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

2.12.6 SEALING & MARKING OF BIDS

2.12.6.1 Deleted.

2.13.0 ARTICLE - 13: BID DUE DATE

2.13.1 Bids must be submitted not later than the date and time specified in the TENDER.

2.13.2 GAIL 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 TENDERS, extend the bid due date, in which case all rights and obligations of GAIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

2.14.0 ARTICLE - 14: LATE BIDS

- 2.14.1 Any bid received by GAIL after the bid due date and time prescribed in Invitation For Bids shall be rejected.
- 2.14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

2.15.0 ARTICLE - 15: MODIFICATION AND WITHDRAWAL OF BIDS

- 2.15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal _ is done on the e-tender portal of GAIL prior to the bid due date & time.

_A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

- 2.15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.
- 2.15.3 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.

2.16.0 ARTICLE - 16: OPENING OF BIDS BY GAIL

- 2.16.1 The bids will be opened by the GAIL at their office in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per Proforma at Annexure F), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB). The bidders' representatives, who are present, shall sign a register evidencing their attendance.
- 2.16.2 The bidder(s) names, modifications, bid withdrawals and such other details as GAIL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.
- 2.16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as GAIL, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

2.17.0 ARTICLE - 17: EVALUATION OF BIDS

- 2.17.1 GAIL 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.
- 2.17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, 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.
- 2.17.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

2.17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

2.17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria given below:

A) TECHNICAL CRITERIA:

The Bidder should have successfully provided the Planning, Design, Engineering & Project Management Consultancy Services for at least 1 (One) Urban Multi-storeyed Building Project (i.e. Office / Institutional / Hotel / Hospital complex), of value not less than Rs. 9.00 (Nine) Crores and minimum built up area of 2000 SqM against a single work, in the preceding 5 (Five) years, reckoned from the due date of bid submission, which should include civil, central air conditioning, electrical & interior works etc.

Copy of Work Order and respective completion certificate issued by client, indicating details of the project executed, duly attested by Notary Public or Gazetted Officer must be submitted along with the un-priced bid.

[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.]

B) FINANCIAL CRITERIA

The Annual Turnover of the Bidder should be minimum Rs. 16.00 Lakhs (Rupees Sixteen Lakhs) in any of the 3 preceding financial years.

Bidder shall submit copies of Audited Balance Sheet and Profit & Loss Account duly attested by Notary Public or Gazetted Officer, along with the un-priced bid.

2.17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, GAIL 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.

2.17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, GAIL 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. GAIL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

2.17.4.4 A bid determined as substantially non-responsive will be rejected by GAIL and may not subsequently be allowed by the GAIL to be made responsive by the bidder by correction of the non-conf17.4.5 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of TENDERS by the Bidder:-

- i) Deleted
- ii) Period of validity of bids as per Article - 10 of Instructions to Bidders (ITB)
- iii) Force Majeure as per Article 19.0 of General Conditions of Contract (GCC)
- iv) Resolution of Dispute/Arbitration as per Article 9.0 of GCC
- v) Firm Price.
- vi) Completion Period of total scope of work
- vii) Termination of Contract as per Article-16.0 of GCC
- viii) Price Reduction Schedule as per Article 12.0 of GCC
- ix) Payment Terms as specified in the TENDER.
- x) Any advance sought by the bidder.
- xi) Deleted.

2.17.4.5 Bids not confirming to technical specification/requirements (**Scope of work**) as mentioned in TENDER will be rejected.

2.17.4.6 Conditional Bids will be liable for rejection.

2.18.0 ARTICLE - 18: OPENING OF PRICE BIDS

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

2.19.0 ARTICLE - 19: COMPARISON OF BIDS

2.19.1 The GAIL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.

2.19.2 Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that 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.

2.19.3 To facilitate evaluation and comparison, GAIL will convert all bid prices expressed in US\$ or home currency of the bidder to the Indian currency, i.e. Indian Rupees, at Bill Collection selling market rate of foreign exchange declared by the State Bank of India prevailing one day prior to the date of Opening of price Bids.

2.19.4 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.

2.19.5 Purchase preference to Central Government Public Sector Undertakings shall be allowed as per Government instructions in vogue.

2.19.6 Comparison of Bids will be on the basis of overall lowest cost to GAIL for all the items clubbed together. Comparison of bids shall be on overall L1 basis.

In the event more than one bidder quotes the same price, then the following tie breaker criteria shall be applicable:

- The bidder whose turnover is higher in the last audited financial year i.e. 2010-11 shall be considered.

2.20.0 ARTICLE - 20: CONTACTING GAIL

2.20.1 Subject to Article 17.2, 17.3 & 17.4.2 no Bidder shall contact GAIL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

2.20.2 Any efforts by a bidder to influence GAIL in GAIL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

2.21.0 ARTICLE - 21: AWARD CRITERIA

GAIL 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.

2.22.0 ARTICLE – 22: GAIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

2.22.1 GAIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the GAIL'S action.

2.22.2 In awarding the CONTRACT for the SERVICES, GAIL reserves the right to make the award based on evaluation criteria to one or more Bidders.

2.23.0 ARTICLE - 23: NOTIFICATION OF AWARD

2.23.1 Prior to the expiration of period of bid validity GAIL will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Intent (FOI).

2.23.2 Completion Period shall be counted from the date of Fax of Intent. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

2.24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

2.24.1 After the successful Bidder has been notified that his Bid has been accepted, GAIL will send to such bidder a Letter of Acceptance (LOA) incorporating the terms and conditions agreed between the parties.

2.24.2 GAIL will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to GAIL, in token of acceptance of the contract.

2.25.0 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 tender.

2.26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and GAIL (India) Limited, (Indian Public Sector Undertaking) that GAIL (India) Ltd., 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) Ltd. 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..... (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader 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.

2.27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by GAIL, Bangalore. The invoices must be addressed to:

CHIEF MANAGER (F&A),
GAIL (INDIA) LTD.
BANGALORE

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-

Dy. GENERAL MANAGER (CONST.)
GAIL (INDIA) LTD.
KOCHI

2.28.0 ARTICLE-28: GAIL'S BANKERS

GAIL's Bankers are:

STATE BANK OF INDIA,
ICICI BANK

2.29.0 INTEGRITY PACT

The INTEGRITY PACT available in the tender document as Annexure - H is an integral part of this tender document and all bidders have to execute the same on a plain paper. In case a bidder does not execute the Integrity Pact, his bid shall be liable for rejection.

Instructions to Bidders for participation in E-Procurement

GAIL (India) Ltd., has developed a secured and user friendly system which will enable Vendors/Bidders to Search, View, Download tenders directly from GAIL (India) Ltd. secured website and also enables them to participate and submit Online Bids/Offer in the E-Procurement site directly from the website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award.

Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Procurement. **The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.**

1) How to submit On-line Bids/Offer electronically against E-Procurement tenders?

- Vendor/Bidder who wish to participate for E-tenders which are uploaded on GAIL (India) Ltd. Website <https://etender.gail.co.in> should follow the following steps which shall permit them to Search, Display/View, Download and Submit their **electronic Bids/Offer** online in a secured manner ensuring confidentiality.

Vendors/Bidders are advised to read the following instructions for participating in the electronic tenders directly through Internet:

- i) No Late and delayed Bids/Offer after due date/time shall be permitted in E-procurement system.** No bid can be submitted after the last date and time of submission has reached, however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline .The system time (IST) that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) No Manual Bids/Offer shall be permitted. The offers submitted through e-tendering system shall only be considered for evaluation.**

2) **HOW TO SEARCH, VIEW AND DOWNLOAD E-TENDER?**

- Vendors/Bidders must go to e-tender website <https://etender.gail.co.in> and logon using their user-id and password. In the case of vendors not possessing the User Id and Password, they can access through Guest Login as guest. This facilitates viewing of tenders in display mode in Collaboration folder (C Folder). If the vendor desires to download the NIT and attached e-tender at this stage, he may download the same for viewing free of cost.

Note: All e-tender notices and tender documents are available only in soft copies such as Microsoft Word, Excel, PDF files. For downloading / viewing PDF files use **Adobe 6 Software utility** which can be installed free of cost from Vendors home page link by any vendor onto his own computer.

3) **PARTICIPATION IN BID, REQUEST FOR USER ID and PASSWORD:**

To participate in Bid submission, it is Mandatory on the part of Vendor(s) to have User ID and Password. To obtain User ID and Password Vendor/Bidder must open <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 form and submit. Ensure that the email 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 specified field, Otherwise leave blank.
- iii) Ensure that all the mandatory fields(identified with a star mark) are filled in application form for User ID creation.

e-Procurement administrator would take possible care to allot an User id and Password within 4 working days. An Email (system generated) shall be sent to your email – Id (mentioned by you in the Registration form) giving details of your User- ID and password. On Receipt of User Id, Please reset the password immediately by logging to our E-tendering site.

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

Note: Without login registration I.D vendor cannot participate in e-tender. There will be single login I.D permission for one single vendor. There can be more than one I.D for the same vendor at different location address.

Obtaining User Id is an on-going process and is not linked to any particular Bid Invitation (tender). Any vendor willing to participate in GAIL tenders can obtain User Id as described above. Each vendor will get one user id. Vendors are requested to designate one officer from their organization who will submit bids on line.

Vendors are advised to apply for user id at least 7 days prior to the last date of bid submission in their own interests. User ids shall be given within 4 days subject to condition that information furnished by the bidder is complete in all

respect. 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.

4) 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 trusted Certifying Authorities(CA) who in turn allot on a regular basis Digital Certificates. Documents which are signed digitally are legally valid documents as per the Indian I T Act (2000).

5) WHY IS A DIGITAL SIGNATURE REQUIRED?

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

6) HOW TO OBTAIN DIGITAL CERTIFICATE FROM CERTIFYING AUTHORITY (CA)?

Vendors/Bidders cannot submit online Bids/Offeres under e-tenders without obtaining valid Digital Certificate from Certifying Agency(C.A). A hyperlink on Vendor/Bidder home page gives link to Controller of Certifying Agency's (C.C.A.) website from there the bidder can access web sites of various CA sites, using the links provided. One Digital Certificate is valid for specified period and can be used for signing any number of quotations against enquiries issued by GAIL during such validity period.

Note: In terms of I.T Act 2000, only a digitally signed document will be considered as valid signed document.

The Digital Certificate is issued by C. A. in the name of a person authorized for filing Bids/Offeres on behalf of his Company. The certificate is installed / stored in his computer or preferably received by him (his authorized person) in form as **USB token**. a Vendor/Bidder can submit their Bids/Offeres On-line only after digitally signing the bid/documents with the above allotted Digital Signatures.

7) STEPS FOR OBTAINING DIGITAL CERTIFICATE :

Digital Certificate can be obtained by the following steps:

- i) Visit the site of the licensed CA* using internet browser.
- ii) Apply for a class 3 Digital Certificate for the designated individual with the name of Organization. Ensure the Digital Certificate is legally valid in India.

- iii) For making payment and submission of documents required for issue of the Digital Certificate , follow the instructions on the CA's website.
- iv) Bidder shall acquire the Digital Certificate issued by Certifying Authority (CA) only. Certificates issued by sub CA may not work with our system.
- v) Use the class 3 Digital Certificate thus obtained for online bidding on GAIL e-Procurement site.

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

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

8) PRE-BID CONFERENCE (IF MENTIONED IN THE TENDER DOCUMENT):

Clarifications, if any, are to be sought by the bidders during the pre-bid conference .

During the pre-bid conference, GAIL may also arrange demonstration of the e-tender portal to the interested vendors.

9) TENDER FEE:

The tender fee (if mentioned in the IFB/Tender document) in the form of DD payable at GAIL (India) Limited. Bangalore should be submitted on or before the Pre-bid meeting (if the bidder is desirous of attending the pre-bid meeting) or prior to the date & time of submission of un-priced bid. The bids submitted without tender fee shall not be opened and considered. The Govt. departments/ PSUs are exempted from payment of tender fee

10) EARNEST MONEY DEPOSIT (If mentioned in the IFB/Tender document)

Bidders are required to submit the EMD in original in the prescribed formats and in the manner prescribed in the tender in Sealed Envelope superscribing the description of tender, tender no., due date & time etc. on or before the final due date & time fixed for submission of bids. However, if the bidder is unable to submit EMD in original on the due date, he may upload a scanned copy of the EMD while submitting the bid electronically, provided the original EMD, copy of which has been uploaded, is received within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status/ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.

11) SUBMISSION OF DOCUMENTS:

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (C-Folders) site only. However, documents specified to be submitted physically viz: EMD, Tender Fee etc. need to be submitted in a sealed envelope in accordance with the method described in RFQ/IFB prior to the scheduled date & time for submission of bid. Bidder shall ensure that all the documents relevant to bid are uploaded in time

and the responsibility of the same shall lie with the bidder. Under no circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.

Note:

- 1) Bidder is required to save/store their bid documents for each item into their computers before submitting their bid into e-tender box.
- 2) Bidder is required to fill up the price/rate strictly in the Schedule of Rate(SOR) 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 in it's place a new/modified document can be uploaded. The new/modified document will be required to be signed digitally. Where two similar documents are existing in the folder, the latest version of the document shall only be taken into cognizance for evaluation and earlier versions shall be ignored.

Bidders are requested to upload small sized documents preferably (upto 2 MB) at a time to facilitate easy uploading into e-Procurement site. GAIL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:

The Prices are to be submitted online strictly as per the Schedule of Rates(SOR). GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder.

Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document after attaching digital signatures, the digital signature shall again be attached to the modified documents before uploading the same.

The Authenticity of above digital signatures shall be verified through authorized CA 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 by responsible persons who can bind the bidder. Scanned copy of Power of Attorney of the signatory issued by the bidding company should be submitted on line along with other documents as per tender conditions.

- 13) PRICES:** The bidder needs to enter the prices on line strictly as per the SOR format provided in our E-Tender. No new conditions shall be added by the bidder.

14) SUBMISSION OF BIDS:

The bid along with all the copies of documents should be submitted in e-form only through GAIL e-tender portal.

15) LAST DATE FOR SUBMISSION OF BIDS:

System does not allow for submission 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-tendering system well before the closing date and time of bid.

- Bidders must use any computer having **Windows 2000 or Windows XP** versions or higher of Window operating system and an internet Web Browser version Internet explorer V6.0 or higher recommended.

- 16) Proxy:** If any bidder is unable to access GAIL's e-Procurement site or Bid Documents, the bidder 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 443 and Port 8443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up internet connectivity without Proxy settings is another option.

SECTION - 3

General Conditions of Contract (GCC)

ARTICLE 3.1.0: 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 TENDER.

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 3.2.0: 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 3.3.0: 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 3.4.0: 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 3.5.0: 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 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

Payment terms will be as follows:

Stages	Payment (%age of lumpsum 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 Manday 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 3.6.0: PERFORMANCE GUARANTEE (NOT APPLICABLE)

- 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. 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 3.7.0: CONFIDENTIALITY

- 3.7.1 Consultant 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 without the prior written consent of GAIL.

- 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 3.8.0: 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 (CST, LST, WCT, withholding tax, service tax etc.) 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 3.9.0: RESOLUTION OF DISPUTES / ARBITRATION

All questions and disputes or difference relating to or arising under these terms and conditions or as to any other questions, claim right, matter or thing whatsoever in any way arising out of or relating to the terms and conditions of the contract or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof, shall be referred to the arbitrator appointed

by GAIL India Limited. The provisions of Arbitration and Conciliation Act 1996 and the rules made there under and any statutory modifications thereof shall be deemed to form part of this contract. Either party shall give a notice to the other party on the existence of the disputes which needs to be resolved by Arbitration. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties fixing the date of first hearing. It will be no objection to any such appointment that the arbitrator is an employee of the GAIL India Limited that he had to deal with the matter to which the contract relates and that in matter to which the contract relates and that in the course of his duties as and employees of GAIL India Limited he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating the office or unable to act for any reason, GAIL India limited at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract. Such person shall be entitled to proceed with the reference from the stage of which his predecessor left it. It is also a terms of this contract that no person other than person appointed by GAIL India Limited aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The jurisdiction of arbitration shall be at Kochi, Kerala for the subject contract. The arbitrator may with the consent of the parties enlarge the time, from time to time to make and publish his award. The decision of the sole arbitrator shall be final and binding on both parties to the dispute. The arbitrator shall decide by whom and in what proportion the arbitrator's fees as cost incurred in arbitration shall be borne.

In case of Government Public Sector Undertakings, the clause shall be applicable as per Government guidelines.

ARTICLE 3.10.0: JURISDICTION

Subject to Arbitration clause, all questions, disputes or differences arising under out of on in connection with the contract shall be subject to the exclusive jurisdiction of courts of Kochi, Kerala, India for the entire scope of work/part thereof covered under this contract. Jurisdiction of other courts are excluded.

ARTICLE 3.11.0: 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 3.12.0: 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 3.13.0: 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 3.14.0: 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 3.15.0: 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 3.16.0: 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 3.17.0: MODIFICATION

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

ARTICLE 3.18.0: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma (**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 3.19.0: 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 3.20.0: 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 3.21.0: 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 3.22.0: 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 confirmed in writing.

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

ARTICLE 3.23.0: 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 - 4

Special Terms, Scope of Work &
Deliverables

SPECIAL TERMS, SCOPE OF WORK & DELIVERABLES

PREAMBLE:

GAIL has completed nearly two and half decades of an eventful journey. Starting with natural gas Transmission Company, it is today an integrated energy company along the natural gas value chain with global footprints. GAIL is India's largest natural gas company having a market share of 79% in natural gas transmission and 70% in natural gas marketing. Apart from natural gas transmission, distribution and processing, the Company has diversified business interests in LPG transmission, petrochemicals, city gas projects and Exploration and Production activities. The Company has presence in Egypt and China through city gas projects and in Myanmar and Oman in E & P. GAIL has set up a wholly- owned subsidiary company viz. GAIL Global (Singapore) Pte. Ltd. in Singapore.

GAIL is one of the leading public enterprises with a consistently excellent financial track record. Turnover during the last ten years has shown a compounded annual growth rate.

GAIL possesses over 6700 km of natural gas pipeline transmission network with a capacity of 148 MMSCMD and is laying five new natural gas pipelines measuring 5000 km. involving a capex of nearly Rs. 200 billion(US \$ 4.98 billion), which shall enhance the transmission capacity to around 300 MMSCMD in 2011. The Company targets to achieve a turnover of Rs. 500 billion (US \$ 12.50 billion) by the year 2011-12.

GAIL proposes to construct an office accommodation for the Regional Gas Management Centre and open and closed storage facilities, Community hall and development of the said piece of land measuring 4053 Sq.mtr with the following facilities at the preliminary estimated cost construction of Rs. 17.71 Crores (approximate cost as per approved budget).

The total area of the proposed building is approx. 4042 SqM construction area consisting of 2304 SqM of floor area (03 floors), 1138 SqM of stilt & Basement area, 225 Sq. Mtr. Closed storage and 375 Sq. Mtr Community Hall. The construction cost as per internal estimate is Rs. 17.71 Crores. The project would include :-

- (a) Construction of an Office, Regional Gas Management Centre with associated facilities such office space (3 floors), interior works, working space for essential staff, canteen etc. as in the said piece of land measuring 4053 Sq.mtr in One tower with basement, stilt and 3 floors with provision for raising two floors (no. 4 & 5) in the tower.**
- (b) Construction of open and closed storage facility of area about 718 SqM.**

- (c) **Community Hall of area about 375 Sq.M**
- (d) **External developmental works including compound wall, internal roads, drains, rainwater harvesting, horticulture and other facilities.**
- (e) **A modern operational office and other facilities for GAIL staff, development of the office to be done to meet the requirement of GRIHA (Under ministry of new and renewable energy (MNRE) 3 star for building. The RGMC to be constructed as per GRIHA standards and due certifications from concerned agencies (GRIHA /IGBC / LEED) shall be obtained and the quoted rates of the architect shall be inclusive of this specific requirement. The fees to be paid to the concerned agency in this regard shall be borne by GAIL; and**
- (f) **Integrated development with the surrounding areas and creation of an iconic urban infrastructure and an architecturally distinctive building.**

1.0 GENERAL

The special terms shall be read in conjunction with General conditions of contract.

2.0 ORDER OF PRECEDENCE

In the case of ambiguity in schedule of rates, Special terms, General Conditions of Contract, Scope of work etc., the following order of precedence will prevail:

- a) Fax of Intent / detailed Letter of Award along with statement of agreed variations and its enclosures and any corrigendum / addendum.
- b) Special terms in conjunction with Scope of Work.
- c) General Conditions of Contract.

3.0 LOCATION

The proposed Building is to be constructed at Plot No. 321/ PT at BK no. 6 Plot 2 measuring 4053 SQM at KINFRA Hitech Park, Kalamassery, Thrikakara Village, KOCHI. However, the bidders are requested to visit the site and accustom themselves with the actual site conditions.

4.0 SCOPE OF WORK

- 4.1 Description of work should be read as “the subject work entails development of land area of approx. 4053 SQM including architectural planning, detailed design and engineering for construction of building for Office premises, Regional Gas Management Centre (centrally air conditioned office i/c all interiors and furniture), Indoor Badminton Court cum Community hall and related infrastructure work like roads, pavements, drains, internal & external electrification including sub-station , water supply and sewerage system including water and sewage treatment plant or septic tanks and soak pits (as per site requirement), landscaping / horticulture development, and open and closed storage facilities for pipeline etc.”

- 4.2 Construction management and supervisions will include detailed planning, co-ordination and supervision for achieving required progress, quality control, checking and certification of Contractors bill etc., and maintaining all records as per the requirement of client. This will also include detailed planning including making detailed construction schedule, review of construction schedule prepared by the contractor, coordination and supervision for achieving required progress, quality control, checking and certification of contractor's running bill and final bill etc.
- 4.3 In order to achieve the same, GAIL wants to appoint renowned Architect having wide experience in carrying out the planning, interior & designing work with State-of-the-art facilities. Architects shall render all comprehensive, professional and architectural services which may be required for the above job and making functional the office premises for use by GAIL.
- 4.4 The services to be so rendered by the Architects shall include the following :

4.4.1 SCOPE OF WORK FOR ARCHITECTURAL SERVICES

- (i) Visiting the site for collecting the necessary details of the existing area, discussing details with employer and attending necessary meetings. Carrying out Geo Technical investigation for structural design. Preparation of drawings and documents, if required (either on lump sum basis or item rate basis) for survey, soil investigation etc.
- (ii) Preparation of master layout plan of complete scheme (various options) for layout plan of office building, residential building, recreational facilities etc with three star green building facilities etc.. Audio Visual presentation about the scheme for approval of GAIL Management.
- (iii) Preparation of preliminary drawings and design i.e. preliminary sketch plans, elevations, sections, perspective adequate to explain the general planning and nature of the work. Preparation of drawings and documents for submission to statutory authorities and required liaisoning for obtaining approval for starting the construction and subsequently liaisoning for obtaining completion certificate / occupation certificate. The statutory fees/deposits to be submitted shall be borne by GAIL.

Needful co-ordination towards release of refundable deposits from the statutory authorities is included in the Scope of the Architect/Consultant.
- (iv) Preparation of preliminary cost estimate.
- (v) Modifying (ii, iii, iv) above, if necessary and obtaining the owners final approval to the same AND Preparation of block model of the approved scheme.
- (vi) Preparation of detailed drawings and designs on the basis of approved scheme i.e., plans, elevations, sections, perspective etc for Civil, Interior, Services (plumbing, electrical, Air Conditioning, IT, Telecom, Fire fighting, etc.) with all dimensions and such other features required for services.

- (vii) Preparation of detailed estimates of cost for the complete work. Preparation of architectural and structural drawings, design calculations (structural design shall be based on seismic zone classification and latest BIS codes etc), detailed estimate, detailed specifications, tender documents etc.
- (viii) Preparation and providing the one set of complete design calculations (wherever such design are required), measurement sheets, abstract of cost, analysis of rates (along with justification through market rates / any other adopted practice) etc. for the purpose of record.
- (ix) Preparation of application, drawings and documents for submission to Statutory Authorities, if required, and coordinating / liaising with local authorities in getting necessary approval.
- (x) Detailed planning of all activities and preparation of schedules of packages for carrying out the work within the time schedules as agreed with GAIL.
- (xi) Preparation of Tender Documents comprising of tender drawings, specifications, bill of quantity, special conditions of contract etc. for approval of GAIL. Assisting the GAIL in scrutiny, clarifications (if any) and recommendation for award of execution of works. Supplying required set of tender drawings and documents for inviting the tender (either for lump-sum basis portion or for item rate basis portion) from the contractors.
- (xii) Preparation and issue of working / Good for Construction drawings for Civil, Interior, Services (Plumbing, Electrical, Air Conditioning, IT, Telecom, Fire Fighting, etc) for execution of work.
- (xiii) Evaluation and monitoring of progress / quality of work on weekly or fortnightly intervals as required against scheduled progress, along with reasons for delay, if any, and action plan to make-up backlog, and preparation of minutes of meeting.
- (xiv) Providing assistance in market survey and procurement of materials as per requirements.
- (xv) Scrutinizing and approving shop drawings and structural calculations, if any, furnished by the Contractors.
- (xvi) To provide clarifications to various technical/commercial points, cropping up during execution of the work within 7days from the date of intimation of such query.
- (xvii) Assisting in arbitration and litigation cases that may arise out of the contracts entered into with Contractors and / or suppliers involving planning, engineering, designing as well as construction supervision and quality control carried out by the Architects.

- (xviii) In case, the work is examined by Chief Technical Examiner / GAIL Vigilance / GAIL Internal Audit Department, supply all the necessary clarifications and justifications for planning, engineering, designing, construction supervision, quality control etc. for replying the paras.
- (xix) Checking and certifications of contractor's Running Account & Final Bills.
- (xx) Closing of contracts for the various works awarded to contractor.
- (xxi) Supply of requisite numbers of Tender Documents including drawing for tendering to GAIL for issue to parties participating in bids. Supply of 04 sets of "Good for Constructions Drawings" for execution of works.
- (xxii) Preparation of 2 sets of "As Built Drawings" and submission to GAIL for records, along with one set of reproducible Sepia and CAD drawing soft copy.
- (xxiii) Obtaining completion certificate and occupation certificate from the Local Authorities.
- (xxiv) Will be responsible for all activities as per the contract with the executing party.
- (xxv) If any, additional sets of drawings (white / blue prints) are required; it will be supplied on chargeable basis at the following rates:
 - a) A0/A1/A2 Size - Rs. 100/-
 - b) A3/A4/A5 Size - Rs. 50/-
- (xxvi) Providing Structural safety certificate to GAIL for the building and utilities.
- (xxvii) Providing three star green building certifications for the buildings.

4.4.2 SCOPE OF WORK FOR CONSTRUCTION MANAGEMENT AND SUPERVISION

- (i) The Construction Management and complete supervision of all construction activities shall be done by placement of following full time qualified personnel having experience and thorough knowledge of civil construction / interior and allied works.
- (ii) Complete day-to-day supervision with ONE full time Project Manager / Resident Engineer (Civil Engineering Graduate with 10 years experience or diploma in Civil Engineering with 15 years experience) ASSISTED BY minimum 2(TWO) full time site engineers (Civil Engineering Graduate with 5 years experience or diploma in Civil Engineering with 10 years experience) and one Electrical Engineer (Qualified Electrical Engineering graduate with 5 years of experience or Diploma holder with 10 years of experience).

The Project Manager / Resident Engineer may be designated as the Engineer-In-Charge of the work awarded under different Tender Packages for completion of the entire work.

- (iii) In case of non-deployment of manpower as detailed above, deductions will be effected from the due payment of the Consultant as per the rate indicated in the contract.

Construction management and supervisions will include detailed planning, co-ordination and supervision for achieving required progress, quality control, checking and certification of Contractors bill etc., and maintaining all records as per the requirement of client. This will also include detailed planning including making detailed construction schedule, review of construction schedule prepared by the contractor, coordination and supervision for achieving required progress, quality control, checking and certification of contractor's running bill and final bill etc.

- (iv) The deployment of Consultant manpower will be at site till forwarding the final bill for processing of payment by Consultant / GAIL. However, time-to-time clarification against the queries raised against final bill by other departments will be replied by the Consultant from their office.
- (v) Clarifications to various technical / commercial points during execution of work.
- (vi) Checking and certifying bills of contractors.
- (vii) Assisting in Arbitration and Litigation cases if situation arises with contractors / suppliers including preparation of replies etc.
- (viii) Assisting in replying audit queries.
- (ix) Recording of completion certificates and finalization of final bills.
- (x) Getting the rectification of defects (if any) in the works carried out through the respective contractors during the deployment of Consultant's manpower at site for forwarding the final bill for processing of payment after receipt of the notice against the same within 15 days from the date of information sent from GAIL to Consultant.
- (xi) Subsequent rectification of the defects will be carried out by the respective contractors and the final Completion Certificate will be issued by GAIL after certification by the Consultant.
- (xii) A detailed list of pending defects to be carried out by the Contractor will be handed over to GAIL before withdrawal of manpower by the Consultant.

The period considered for construction supervision may be considered as 15 months from the date of award of first main package of the building. In addition to above 3 (Three) months is kept for finalization of contract.

(xiii) If the construction period is extended beyond scheduled completion period due to any reasons attributable to the Employer / Contractor then the Consultant will be paid Construction Management fee on the man month basis on the following rates depending upon the requirement of manpower for the extended period in addition to their fixed construction management fee.

- Project Manager	-	Rs. 30,000/-
- Site Engineer (Civil / Elect./AC)	-	Rs. 20,000/-
- Architect	-	Rs. 30,000/-

In addition to above, 50% of the man month fee subject to a maximum of Rs. 20,000/- (Rupees Twenty Thousand only) per month shall be paid to cover office co-ordination and other related expenses.

4.4.3 COMPLIANCE WITH STATUTORY REGULATIONS

- (i) The contractor/Agency shall have its own staff for the jobs. The Contractor/Agency shall be responsible for strict compliances of all statutory provisions of the relevant labour laws applicable from time to time and particularly of the state of Kerala for carrying out the above job. If due to any reason whatsoever GAIL is made liable to meet any obligation under any of the said laws and enactments etc. for any reason whatsoever, the same shall be recovered from the security deposit of the contractor with GAIL or from the bills payable to him OR failing which, it shall be recovered as per law.
- (ii) The contractors shall have a separate PF-Account Code No. allotted by the PF authority and ensure the extension of PF EDLI & EPS-95 benefits to its workers engaged by him for execution of this contract, as provided under Employees Provident Fund & Miscellaneous Provision Act-1952, and the schemes framed there under. The contractor shall have an independent ESI code and ensure coverage of all its workmen.
- (iii) The Contractor shall comply with provision of the Payment of Wages Act-1936, the Minimum Wages Act 1948, the Employees Provision Fund & Misc. Provision Act-1952, the ESI Act-1948, the Employees Liability Act-1938, the Workmen's compensation Act-1923, the ID Act-1947, the Maternity Benefit Act 1961, Kerala Shop & Establishment Act, Payment of Bonus Act 1965 or any modification thereof or any other law relating to rules made there under from time to time.
- (iv) The Contractor shall make payments of wages to his employees on or before the specified dates as per the relevant law, in presence of an authorized representative of GAIL. The Contractor will be required to comply with all statutory provisions contained in Labour Legislations in general and Contract Labour (R&A) Act, 1970. Minimum Wages Act and Payment of Wages Act in particular.

- (v) The Contractor will employ only male and female adult Labour for the works as per the requirement.

4.4.4 OTHER SERVICES & CONDITIONS

- (i) If due to any reason on the part of the Employer, the work is abandoned the Architects shall be paid for the work done as per mode of payment stages specified in Clause 9.0. For any incomplete stage, suitable payment based on pro-rata efforts put in by the consultant shall be payable. The decision of GAIL in this matter shall be final and binding.
- (ii) The Architect/ Consultant shall be fully responsible to the Employer with regard to the designs, specifications and soundness of the works executed by the Contractor as per plans.
- (iii) If at any time during the currency of this Contract, the performance in whole or part by the Architect, or any obligation under this Contract is prevented or delayed by reasons of any destructive acts of country's enemy, Civil commotion, sabotage, fires, floods, explosion, epidemic or acts of God and provided notices of the happening or any such event are given to the Employer by the Architects within 21 days from the date of occurrence thereof, the Architects shall not be held responsible for delay occurring due to the above mentioned events.
- (iv) If the Employer deviates substantially from the approved scheme which involves for its proper execution then extra services, expenses and extra labour / efforts on the part of the Architects for making changes and additions to the drawings, specifications of other documents, the Architects shall be reasonably compensated on the basis of man-hour or man-days spent by the Architects. The decision of GAIL in finalizing such payments shall be final and binding.

5.0 COST OF CONSTRUCTION OF THE WORKS

This shall mean the amount(s) of tender(s) that may be accepted by the employer for award of work.

6.0 COST OF CONSTRUCTION OF WORKS SHALL NOT INCLUDE THE FOLLOWING:

- a) Any escalation on any account whatsoever in the amount(s) of the said tender(s) for the construction of the works that may be paid by GAIL.
- b) The amount of any deductions from the Contractor(s) bill(s) on account of defective work or for other reasons.
- c) Any payment to local authorities and any other expenditure for or in connection with obtaining approval of plans, sanction of electrical loads etc.

- d) Cost of advertisement for invitation of tenders.
- e) Cost of any extra items necessitated due to any faulty planning and / or designs of the Architects.
- f) The fees quoted for the Construction Management & Supervision will be applicable upto a variation of $\pm 10\%$ of the awarded cost of construction. He shall neither be paid any extra fees nor will the fees be deducted upto a variation of $\pm 10\%$ of the awarded cost as compare to executed cost. However, if the executed cost of each tender package excluding the cost under 4.5 above has more than $\pm 10\%$ variation in compare to the awarded cost, the additional fees will be paid / deducted at the quoted rate of fee on pro-rata basis on the amount beyond $\pm 10\%$ of the awarded cost subject to a ceiling limit of $\pm 25\%$ of the awarded cost.
- In case, if the work is not executed / abandoned / stopped during any stage of work then the Architectural & Construction Supervision fees shall be paid upto the stage of work done as per Clause 9.0, "Mode of Payment" of special conditions of contract of the tender on the basis of the awarded cost (if the work has not been awarded then on the basis of the approved estimated cost).

In case of suspension of work by Consultant on GAIL's request for period less than six months, no demobilization & mobilization charges will be paid.

- g) The quoted fees shall be inclusive of charges for visit to site, local transportation and other expenses all types of taxes etc.

However, if required Consultant may have to visit certain places outside the city where his/her office is located for some specific nature of job / procurement etc. related to said project and/or on specific requirement of GAIL. All such visit shall be undertaken by the Consultant strictly after getting approval in writing from GAIL. The fees for such visit shall be reimbursed to the Consultant towards return Air Fare (Economic Class)/ Train Fare, Local transportation as per actual, Hotel expenses (Hotel expenses upto a ceiling limit of Rs. 5,000/- per day) and DA @ Rs 1000/- per day. Consultant has to submit the various vouchers, bills, tickets, receipts etc. for reimbursement of all such expenses. All such expenses shall be submitted to GAIL within 60 days from the date of visit.

7.0 TIME SCHEDULE

The following time schedule will be applicable for the tender package.

1.01 (a)	Preparation of Conceptual Plan (various options), Sketch Design / Sketch Drawing.	Within 30 days of notification of award.
1.01(b)	Preparation of Various layout plans after necessary instructions / approval of GAIL and preparation of preliminary cost estimate and submission to GAIL.	Within 30 days after GAIL's instructions.

1.02	Obtaining the approval of Statutory Authorities (if required) including coordinating / liaising for getting necessary approval.	Within 30 days after GAIL's instructions.
1.03	Preparation of final detailed drawing and detailed estimate including quantity take off sheets and market rate analysis after approval of GAIL against Sr. No. 1.01 (b).	Within 30 days after necessary instructions from GAIL
1.04(a)	Preparation of Tender Documents for inviting tenders from pre-qualified / open tender.	Within 30 days after necessary instructions from GAIL
1.04 (b)	Scrutiny of tenders received and submitting recommendations for award of work after analysis of bids	Within 07 days after price bid opening.
1.05	Issue of detailed working / Good For Construction Drawings for necessary execution of work at site including schedule for carrying out the work.	To be issued along with award of work.
1.06	Construction Management and supervision by deploying necessary technical manpower to ensure planned progress and quality of works as per drawings and specifications and monitoring constructions at various stages of work including making detailed construction schedule / review of construction schedule prepared by the Contractor.	Within 07 days of the award of the work and till completion of the work and closure of contracts.
1.07 (a)	Completion of project, issue of Completion Certificate, submission of "As Built Drawings", finalization of Contractor's final bill & closing of contract.	Within 60 days after completion of the work.
1.07 (b)	Obtaining completion certificate and occupation certificate from local authority (if required)	Within 60 days after completion of the work.

NOTE:

- 7.1 The above time schedule will be strictly adhered. However, the same may deviate on account of authentic valid reasons to be recorded and approved by GAIL (India) Limited.
- 7.2 In case of delay in any of the above stage, the Price Reduction Schedule (PRS) shall be applicable on the corresponding stage payment to be paid as per clause 9.0.
- 7.3 The decision of GAIL in regard to applicability of the Price reduction schedule shall be final and binding.

8.0 PRICE REDUCTION SCHEDULE (PRS)

8.1 In case Architect/Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 (Section-3 of tender document) 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. The PRS shall be applicable separately for each stage as per the time schedule, based on percentage payment in Clause 9.0.

8.2 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. 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 Architect/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.

9.0 MODE OF PAYMENT

9.1 The Architect's professional fee will be paid based on the awarded cost of the work as accepted by GAIL for award of work.

The following are the mode of payment for various stages (As defined in clause no. 7.0 of SCC) of work for different sections of work. The stage-wise percentage (%) payment will be applicable as and when the stage-wise service is completed in all respect.

No.	Stage	%age payment	Cumm %age payment
I	On completion of Item No: 7.1.01 (a) & (b)	10%	10%
II	On completion of Item No: 7.1.02	5%	15%
III	On completion of Item No: 7.1.03	15%	30%
IV	On completion of Item No. 7.1.04 (a)	05%	35%
V	On completion of Item No. 7.1.04 (b)	5%	40%
VI	On completion of Item No. 7.1.05	15%	55%
VII	During construction in equal monthly installments based on the time schedule approved by GAIL for the work (Stage 7.1.06) (18 months from the date of award of first tender package)	25%	80%
VIII	On completion of Item No: 7.1.07 (a) & (b)	20%	100%

Note:-

1. %age of fees initially release on the basis of preliminary / detailed estimated cost. The fees so paid on the basis of preliminary / detailed estimate will subsequently be regulated inline with awarded value of work.

2. If approval is not required from the Statutory Authorities than payments (Fee) for stage 1.02 & 1.07 (b) shall be paid on completion of stage 1.07 (a).

9.2 The Construction Management & supervision fee will be worked out on awarded cost and shall be paid as under :

- i) 75% of the fee payable in equal monthly installments based on the schedule completion period for the work, which is 18 months from the date of award of first tender package.
- ii) 20% shall be paid after recording of completion certificate and finalization of final bill and closure of Contract for each package of work.
- iii) 5% shall be payable after the completion of Defect Liability Period for each package of work after a certificate is submitted by the consultant stating that no defects are pending.

9.3 Engineer In Charge shall certify the bill of the Consultant towards Architectural/Construction Management fees and forward the same to the HOD/OIC & the payment of the bills shall be made by the Finance dept., Bangalore.

9.4 GAIL (India) Limited has initiated payments to suppliers and contractors electronically and to facilitate the payments electronically, the bidder should have an account with ICICI Bank or State Bank of India with e-payment platform, 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.

10.0 The following clause in the GCC is modified to the extent given below :

Article No. 3.8.1, Section – 3:

Consultant shall pay any and all taxes, 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, except Service Tax & Cess thereon. Service Tax and Cess thereon applicable during the contractual completion period shall be payable extra at actuals on submission of documentary evidence/invoice.

Article No. 3.6, Section – 3:

PERFORMANCE BANK GUARANTEE: NOT APPLICABLE

11.0 SERVICE TAX

The contract price shall be exclusive of “Service Tax” but inclusive of all other taxes, duties & royalties applicable from time to time. Service Tax shall be payable extra as applicable. However Service Tax against all the relevant items must be quoted separately as per provision kept in the SOR/BOQ. The

contractor shall issue Cenvatable Invoice which should COMPULSORILY be serially numbered and specify the following:

- i) the name, address and service tax registration number of the Contractor,
- ii) the name and address of the recipient of the taxable service,
- iii) description, classification and value of taxable service provided, and
- iv) The bifurcation of Service Tax, Education Cess and Secondary Higher Education Cess payable on such services.

Service Tax & cess thereon shall be payable at actual on submission of documentary evidence/invoice.

In case of non-compliance to the above, GAIL is not liable to reimburse any claim of contractor in respect of service tax mentioned in bill.

12.0 SUPERVISION OF WORKS

The Architect shall be fully responsible for the soundness of the design of the works including that of specialized consultants engaged by him and also for the progress and quality of works carried out by various contractors at site. They shall ensure by continuous supervision and inspection of works, as may be necessary, that the works are carried out strictly in accordance with the approved drawings and specifications issued by them and as per owner's instructions issued in writing from time-to-time.

13.0 PAYMENT TO STATUTORY AUTHORITIES

Any payment / fee required to be deposit / paid to the Statutory Authority in connection with any statutory permission / approval, the same shall be borne by GAIL. In case the fee / deposit was made by the architects, the same shall be got reimbursed to Architects on production of documentary evidence having paid / deposit the fee to statutory authorities on behalf of GAIL in connection with work.

14.0 FAULTY DESIGN

In case there is any loss or collapse of structure due to the faulty design, drawings, calculations and specifications the Architect shall make good these losses subject to maximum extent of 10% of the total fees payable. The decision of owner in this regard shall be final and binding.

15.0 AGREEMENT

The Architect / Consultant shall enter into an Agreement with GAIL. The proforma for Agreement is enclosed. This will be on a non-judicial stamp paper of appropriate value the cost of which will be borne by Architect / Consultant.

16.0 DEVIATION

Tender must be submitted without making any additions /alterations. The tenderers shall submit quotation based strictly on terms and conditions and specifications contained in the Tender Document and not to stipulate any

deviations. **Deviations in any manner against any clauses of this tender document are not allowed and any such deviation if indicated any where will render the offer non-responsive and shall liable to be rejected .**

NOTE:

The right to accept the offer will rest with the owner. The owner, however, does not bind himself to accept the lowest offer and reserves to itself the Authority to reject any / all the offers received without assigning any reason whatsoever.

17.0 LIABILITIES

The Architect shall be responsible for any discrepancies, errors or omissions in the drawings, prepared and supplied by them whether the same shall have been approved by GAIL or not. Upon GAIL's request, Architect shall promptly rectify the deficiency by amending / replacing / supplementing the deficient drawings / documents as appropriate at their own expense.

18.0 SUPERVISION OF WORKS

The Architect shall be fully responsible for the soundness of the design of the works including that of specialized consultants engaged by him and also for the progress and quality of works carried out by various contractors at site. They shall ensure by continuous supervision and inspection of works, as may be necessary, that the works are carried out strictly in accordance with the approved drawings and specifications issued by them and as per owner's instructions issued in writing from time-to-time.

19.0 TERMINATION OF AGREEMENT

The Agreement with Architect / Consultant may be terminated at any time on one month's notice by GAIL without assigning any reason, therefore, such termination notwithstanding, the Architects shall be entitled to remuneration in accordance with Clause No.7 for works actually done by them prior to such termination and shall be liable to pay to the GAIL all damages which, GAIL may have become entitled to for omission or commission on their part upon termination of the Agreement subject to maximum of 10% of the total fee payable.

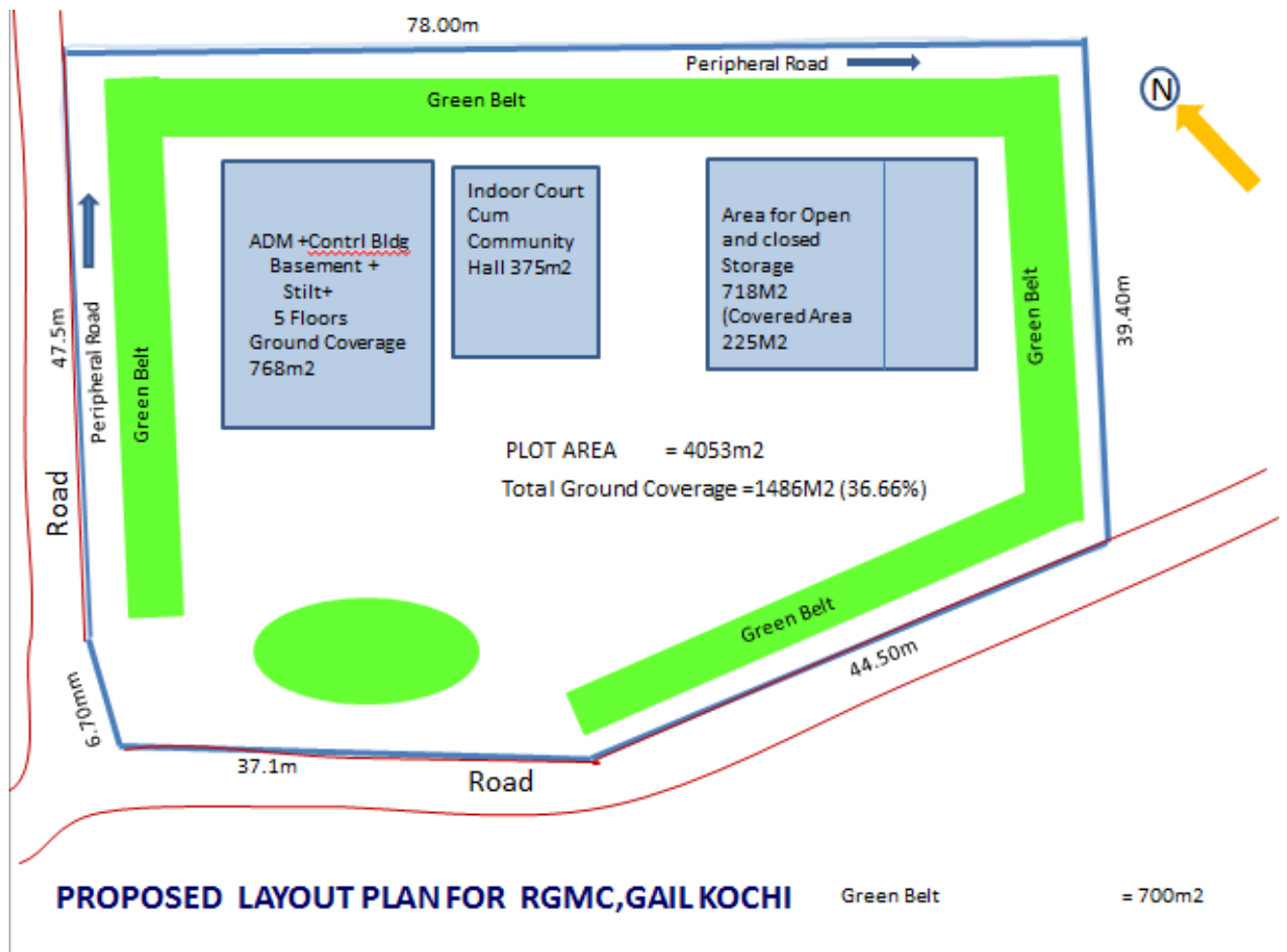
20.0 RESOLUTION OF DISPUTES

Clause no. 3.9.0 of the GCC is modified to the following extent:

- 20.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the sakd 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.

- 20.2 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 afore said rules.
- 20.3 In case of any dispute(s) difference(s)/issued(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.
- 20.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) rejects) the invitation, there will be no conciliation proceedings.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 21.0 Recoveries/Deductions in the event of variation between estimated cost and awarded cost of various packages/tenders:
- In case the awarded value (i.e. Cumulative value of the various packages) is more or less than 10% of the estimate prepared by PMC:
- 1% of the awarded value for PMC services will be recovered from the PMC (i.e. 1% of the awarded contract price shall be deducted).
- 22.0 If the PMC indulges in malpractices, corrupt or fraudulent practices, the PMC will be put on holiday for a period of 5 years.

DRAWING - PLOT PLAN



SECTION - 5

Schedule of Rates

SCHEDULE OF RATES

TENDER NO: GAIL/BLORE/C&P/CONST/CN 2011-12/8000004036

JOB.: Appointment of PMC for Construction of Regional Gas Management Center at Kochi

FORMAT OF SCHEDULE OF RATES ATTACHED AS A SEPARATE FILE UNDER 'ADD NOTES AND ATTACHMENTS' IN OUR E-TENDER WEBSITE <https://etender.gail.co.in> .

SECTION - 6

ANNEXURES

Bid Form

To: GAIL (India) Limited
Corporate Miller, 2nd Floor,
332/1, Thimmaiah Road,
Bangalore - 560 052
India

Date:

Dear Sir,

Having examined the TENDER No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of TENDER.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated this Day of 200_

Signature of authorized signatory

Name: -----

Date:

Designation:

Place:

Seal:

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 200_ 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 TENDER 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
for and on behalf of

M/s GAIL (India) Limited

Date : _____

Place: _____

Signed and Delivered
and on behalf of

M/s _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

ANNEXURE - C

FORM C-1

PERFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE IN ACCORDANCE WITH THE TECHNICAL BID EVALUATION CRITERIA STIPULATED IN THE ITB (Clause no. 2.17.4.1 (A) OF INSTRUCTIONS TO BIDDERS, SECTION – 2 OF TENDER DOCUMENT)

Description	Details
Name of the Project & Location	
Description of Services	
Name of Owner, Postal Address, Phone No./Fax No./E-mail	
Details of Services Executed	
Completion Dates	Date of Award: Starting Date: Scheduled Completion Date: Actual Completion Date: Reasons for delay, if any:
Supporting Documents	Whether copy of Work Order/Contract Agreement enclosed: Yes No WO/Contract reference no. & date: Whether Completion Certificate enclosed: Yes No Completion certificate ref. no. & date:

Note: Bidder should indicate details of similar experience separately for each work, which they consider suitable in line with the Technical Bid Evaluation Criteria, stipulated in ITB. Details of more Projects may be furnished in the similar format. Bidder to note that non-submission of relevant documents may lead to rejection of their bid. Owner reserves the right to evaluate the bids on the details furnished without seeking any subsequent additional information.

SEAL & SIGNATURE OF BIDDER

FORM - C2

Annual Turnover

Each Bidder must fill in this form

Annual Turnover data for the last 3 years

Year	Amount (Rs.)
Year 1:2010-11*	
Year 2:2009-10*	
Year 3:2008-09*	

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.
3. *In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available for turnover criteria specified in Financial BEC, the bidder has an option to submit the audited financial results of the three years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate three preceding financial years.

SEAL & SIGNATURE OF BIDDER

ANNEXURE- D

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s

TENDER 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.

<i>S. No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the TENDER.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER.	
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, site visits by it's personnel, stay, 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 that the currency of payable fee shall be in Indian Rupees.	
8.	Confirm acceptance of Completion period as per requirement Specified in TENDER (to be reckoned from date of Fax of Intent)	

<i>S.No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
9.	<p>Confirm that following are submitted:</p> <ul style="list-style-type: none"> a. Documents as per Article 12.5.1.1 of ITB b. Agreement on bidders letterhead as per Article 26.0 of ITB c. Notarized copy of documents towards the Bid evaluation criteria as per Article no. 17.4 of Section – 2 of tender document d. Experience as per Annexure – F e. Complete technical literatures/ catalogues and Users reference if any. 	
10.	<p>Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the TENDER.</p>	
11.	<p>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.</p>	
12.	<p>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.</p>	
13.	<p>Confirm acceptance of relevant Terms of Payment as specified in the TENDER. [Payment terms indicated in TENDER do not provide for any advance payment to be made to the bidder(s)].</p>	
14.	<p>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.</p>	

<i>S.No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
15.	<p>Confirm acceptance in toto of the Terms & Conditions contained in-</p> <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work & Deliverables. iv) All other commercial documents/ attachments of TENDER. <ul style="list-style-type: none"> a) In case of reservations, confirm that clause wise comments have been specified as annexure to this format. 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. 	
16.	All correspondence must be in English Language only.	
17.	Indicate Name & Contact No. (Telephone/Fax No./E-mail) of person(s) to whom queries, if any, are to be addressed against your bid.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER and to reject any or all bids including those received late or incomplete.	

<i>S.No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
--------------	--------------------	------------------------------

19. 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. _____

**Proforma of Letter of Authority for Attending the
Bid Opening /Signing the Agreement**

No.

Date:

GAIL (India) Limited
Corporate Miller, 2nd Floor,
332/1, Thimmaiah Road,
Bangalore - 560 052
India

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)
_____ is/are authorized to represent us for bid opening and
signing of the Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

ANNEXURE - F

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number & Year	Value

Signature _____
Name _____
Designation _____
Office Stamp _____

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
Corporate Miller, 2nd Floor,
332/1, Thimmaiah Road,
Bangalore - 560 052
India
Ph.: 080-22342571/72

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.

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

The Principal intends to award under laiddown organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder / s and Contractor / s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation ‘Transparency International’ (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

- i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.**
- ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.**
- iii) The Principal will exclude from the process all known prejudiced persons.**

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to

disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract .

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors (Three in number depending on the size of the contract) **(To be Decided by the Chairperson of the Prinicipal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under

contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

INTEGRITY PACT:

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

COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit / Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, encash the bank guarantee(s) and other payments payable to Counterparty in such cases.
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban / blacklist / put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following three Independent External Monitors (IEMs) have been appointed by GAIL, in terms of Integrity Pact (IP) which forms part of GAIL Tenders / Contracts.

Mr A.K.Kundra, E-mail: kundraak@gmail.com

Mr. S.C.Tripathi, E-mail: sctripathi@yahoo.com

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in GAIL or directly with the IEMs on the panel c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit / Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, encash the bank guarantee(s) and other payments payable to Counterparty in such cases.
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban / blacklist / put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.

- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

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 –I of attachment - I.
- 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.

PERFORMANCE RATING DATA SHEET

(i)	Location	:	
(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 (*)				

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 Authorised 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 of the system.	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii)	Number of deviations	1. No. deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 Marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE : 20 MARKS

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 Contact 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 , Drawing 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