



GAIL (India) Limited

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

Tender Document for

**Environment Impact Assessment / Management Plan
and Rapid Risk Analysis Studies of Kochi-Kanjirakkod-
Bangalore-Mangalore Pipeline and its Feeder/
Spurlines**

**TENDER NO:
GAIL/ND/BD/C&P/1003/20027451**

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GAIL (India) Limited

SECTION-1A

REQUEST FOR QUOTATION

Ref: GAIL/ND/BD/C&P/1003/20027451

30th April 2010

To

Dear Sirs,

SUB: Environment Impact Assessment / Management Plan and Rapid Risk Analysis Studies of Kochi-Kanjirakkod-Bangalore-Mangalore Pipeline and its Feeder/ Spurlines

GAIL (India) Limited, New Delhi, invites sealed bids from domestic bidders for subject consultancy, under single stage two envelope system from competent agencies meeting the Bid Evaluation Criteria (Refer Section-1B):

Bid Security/Earnest Money Deposit (EMD) :	Not Applicable
Due date and time for submission of bids :	20 th May 2010, 1400 hrs. (IST)
Date and time for opening of un-priced bids :	20 th May 2010, 1500 hrs. (IST)
Date of Pre-bid meeting :	10 th May 2010, 1430 hrs (IST)
Venue for Pre-bid meeting & Opening of Un-Priced Bids :	GAIL (India) Limited, 16, Bhikaiji Cama Place, R.K.Puram, New Delhi-110066,
Alternate Contact Persons :	Mr. S Halder, CM (C&P) E-mail: shalder@gail.co.in Ph. No: 011 2617 2580 Ext. 6248 Mr. Rajesh Kumar, SM (C&P) E-mail: rajeshkr@gail.co.in Ph. No: 011 2617 2580 Ext. 6244

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

The complete Tender document is also available on the website of GAIL (www.gailonline.com / <http://gailtenders.in>).

The bidder or his authorized representative(s) is advised to attend a **pre-bid meeting** as per schedule given above. The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage by the bidders. The bidder is requested

to submit any queries/clarification/information pertaining to Tender documents in writing delivered by hand or by fax and through e-mail as per **Annexure-K** of this tender document so as to reach office of GAIL prior to date of pre-bid meeting.

Bid is to be submitted separately in one sealed envelope, super scribed with the above Tender no., Due date & time, description/ nature of bid with each of the two envelopes separately sealed, "Un-Priced Bid – Part A", "Price Bid – Part B" super scribed with Tender no., due date and time, description / nature of bid.

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

The bid will be submitted in two parts as follows:

PART- I: UN-PRICED BID

Complete with all technical details other than price along with TENDER duly signed with seal.

PART-II: PRICE BID

Price bid should contain only the prices, without any condition whatsoever.

Bids complete in all respects should reach the office of Sr. Officer (C&P) #245, GAIL (India) Limited, 16, Bhikaiji Cama Place, R. K. Puram, New Delhi - 110066, India on or before the due date & time. Bids received after the due date and time are liable to be rejected.

Bids should be valid for 3 months from the bid due date.

Bids received through Fax/E-mail will not be acceptable. GAIL will not be responsible for cost incurred in preparation and delivery of bids.

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

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

THIS IS NOT AN ORDER.

Yours faithfully,
For GAIL (INDIA) Limited

(Vinay Kumar K)
Sr. Officer (C&P)
Phone : 011-26172580 Extn. 6245
Fax : 011-26185941 Fax Extn: 00502#, 2378# & 15245#
E-mail : vinay.k@gail.co.in

CUT- OUT SLIPS

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : Environment Impact Assessment / Management
Plan and Rapid Risk Analysis Studies of
Kochi-Kanjirakkod-Bangalore-Mangalore
Pipeline and its Feeder/ Spurlines**

TENDER NO. : GAIL/ND/BD/C&P/1003/20027451

DUE DATE & TIME : 20TH MAY 2010 UP TO 14.00 HRS (IST)

FROM

**Name:
Address:**

TO

**Sr. Officer (C&P) #245
GAIL (India) Limited
GAIL Bhawan
16, Bhikaiji Cama Place
R.K.Puram
New Delhi-110 066**

(To be pasted on the outer envelope containing "Priced", "Un-priced" bids)

CUT-OUT SLIP

PART-A (UN-PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : Environment Impact Assessment / Management
Plan and Rapid Risk Analysis Studies of
Kochi-Kanjirakkod-Bangalore-Mangalore
Pipeline and its Feeder/ Spurlines**

TENDER NO. : GAIL/ND/BD/C&P/1003/20027451

DUE DATE & TIME : 20TH MAY 2010 UP TO 14.00 HRS (IST)

FROM

**Name:
Address:**

TO

**Sr. Officer (C&P) #245
GAIL (India) Limited
GAIL Bhawan
16, Bhikaiji Cama Place
R.K.Puram
New Delhi-110 066**

(To be pasted on the envelope containing "Un-priced bids")

CUT-OUT SLIP

PART- B (PRICE BID)

DO NOT OPEN-THIS IS A QUOTATION

**NAME OF WORK : Environment Impact Assessment / Management
Plan and Rapid Risk Analysis Studies of Kochi-
Kanjirakkod-Bangalore-Mangalore Pipeline and
its Feeder/ Spurlines**

TENDER NO. : GAIL/ND/BD/C&P/1003/20027451

FROM

**Name:
Address:**

TO

**Sr. Officer (C&P) #245
GAIL (India) Limited
GAIL Bhawan
16, Bhikaiji Cama Place
R.K.Puram
New Delhi-110 066**

(To be pasted on the envelope containing "Price Bid")

SECTION – 1B

BID EVALUATION CRITERIA

SECTION-1B

BID EVALUATION CRITERIA (BEC)

The bidder is required to meet the following BEC:

- (i) The Bidder should have carried out Environment Impact Assessment (EIA) / Environment Management Plan (EMP) studies of any Oil / Gas / Hydrocarbon pipeline project, in a single work order of minimum 200 Km length, in the preceding ten (10) years prior to final due date of bid submission.

Or

The Bidder should have carried out Environment Impact Assessment (EIA) / Environment Management Plan (EMP) studies of Oil & Gas field / Oil & Gas storage facilities / Petrochemical Plant / Compressor Station in the preceding ten (10) years prior to final due date of bid submission.

The bidder is required to submit copies of Work order/ agreement and it's completion certificate/ execution certificate/proof of execution issued by the end user/ client showing reference no. of work order/agreement, date of completion etc.

- (ii) The bidder should be certified by National Accreditation Board of Education and Training (NABET) for carrying out EIA/EMP study for oil and gas sector.

The bidder is required to submit copy of the certificate issued by National Board of Training and Education (NABET) for carrying out EIA/EMP studies of Oil and Gas sector.

SECTION - 2

Instructions to Bidders (ITB)

Index

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3.	Clarification of tenders
4.	Amendment of tenders
5.	Language of Bid
6.	Documents Comprising the Bids
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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 Request For Quotation (RFQ) 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 Tender document or submission of a bid not substantially responsive to the Tender 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 TENDER documents.

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 Tender Document may notify GAIL in writing or by fax or e-mail. GAIL will respond to any request for clarification of the Tender document which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by GAIL. GAIL's response (including an explanation of the query but without identifying the source of the query) will be hosted on GAIL website.

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 Tender document.
- 2.4.2 The amendment will be hosted on GAIL website and intimation shall be sent to all prospective bidders 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. In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

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:

- a) Bid Form and Schedule of Rates completed in accordance with Articles 2.7.0, 2.8.0 & 2.9.0.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 2.26.0.
- c) Agreed Terms & Conditions duly filled-in as per **Annexure-D**.
- d) Details of the experience on works in line with Bid Evaluation Criteria as per **Annexure-F**.
- e) Any other information/details required as per TENDER
- f) 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 Schedule of Rates 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 Schedule of Rates attached to this TENDER.

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

2.8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees and also payment towards any third party charges towards surveys etc. but **excluding Service Tax**. However, applicable rate of Service tax 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 (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.

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 Bidders shall submit bid only in Indian Rupees.

2.10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

2.10.1 Bids shall be kept valid for 3 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 3 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

2.10.2 Notwithstanding Clause 2.10.1 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 submit only the Original Bid.

2.11.2 The original 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 Bidder can download the Tender Document from GAIL website. One set of TENDER, shall be submitted duly signed and stamped 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 strictly based 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 separately sealed in envelope(s) duly superscribed as below:

2.12.5.1 PART-A:

2.12.5.1.1 **Part-A : Un-priced Bid** shall contain original UN-PRICED BID complete with all technical and commercial details with Bid Form & Schedule of Rates identical to Part-B with Prices blanked out. The original un-priced bid shall be enclosed in separately sealed envelope duly superscribed with TENDER No., Item Details, Bid due date & time etc. and "UN-PRICED BID - DO NOT OPEN". The envelope shall also indicate the name and address of the bidder.

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. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Bid Form as per Format **Annexure-A**.
5. Details of Bidders' infrastructure in India as well as internationally.
6. Summary of Experience as per format in **Annexure-F**.
8. Profile of consulting resources, whom CONSULTANT plans to associate with GAIL's project.
7. Stamped and signed copy of TENDER along with its addendum/corrigendum, if any.
8. Stamped and signed Copy of Schedule of Rates (SOR) as quoted by bidder, however, with prices blanked out.
9. Declaration that Bidder has not been under liquidation / bankruptcy as per format in **Annexure J**.
10. Information/Documents/Certificates related to Bid Evaluation Criteria.
11. Any other document as may be required to substantiate the suitability of Bidder for the job.
12. Agreement on the letterhead of the bidder as per **Annexure-H**.
13. Any other information/details required as per Tender document.
14. No deviation Confirmation as per **Annexure-I**.

2.12.5.2 PART-B:

2.12.5.2.1 **Part-B: Price Bid** shall be submitted with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with TENDER No., Item Details, Bid Due Date & Time etc. and "PRICED BID - DO NOT OPEN."

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 a) The inner and outer envelopes shall be addressed to GAIL at the following address:

Sr. Officer (C&P) #245
GAIL (India) Limited
16, Bhikaiji Cama Place,
R.K. Puram
New Delhi – 110 066 (India)

- b) Bear the words “TENDER FOR(Mention Name of the Work/Job)”, the TENDER No., and the words ‘DO NOT OPEN BEFORE 14.00 HRS. ON (BID DUE DATE).

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

- 2.12.7 If the outer envelope is not sealed and not marked as required by para 2.12.6, GAIL will assume no responsibility for the Bid's misplacement or premature opening.

2.13.0 ARTICLE - 13: BID DUE DATE

- 2.13.1 Bids must be received at the address specified in the Request For Quotation (RFQ) 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 Request For Quotation 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 notice is received by GAIL prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Fax 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-2.17.4, 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

- 2.16.1 The bids will be opened by GAIL at their office at 16, BHIKAJI CAMA PLACE, R. K. PURAM, NEW DELHI – 110 066 INDIA in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per Performa at Annexure E), who choose to attend, on date, time and venue as mentioned in the Request For Quotation. 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 **price 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 (BEC) given at Section 1B of the tender document.

The bidder should meet the BEC as on the final bid due date.

- 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-2.19, GAIL will determine substantial responsiveness of each bid to the Tender documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Tender 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 to be made responsive by the bidder by correction of the non-conformity.

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

- i) **Performance Security (Contract Performance Guarantee)- Not Applicable**
- ii) **Period of validity of bids as per Article – 2.10 of Instructions to Bidders**
- iii) **Force Majeure as per Article 3.19.0 of General Conditions of Contract**
- iv) **Resolution of Dispute/Arbitration as per Article 3.9.0 of GCC**
- v) **Firm Price**
- vi) **Completion Period of total scope of work**
- vii) **Termination of Contract as per Article-3.16.0 of GCC**
- viii) **Price Reduction Schedule as per Article 3.12.0 of GCC**
- ix) **Payment Terms as specified in the TENDER.**
- x) **Any advance sought by the bidder.**

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

2.17.4.7 Conditional Bids will be liable for rejection.

2.18.0 ARTICLE - 18: OPENING OF PRICE BIDS

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

2.19.0 ARTICLE - 19: COMPARISON OF BIDS

2.19.1 GAIL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-2.17.

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.

2.19.4 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 The bids shall be evaluated on the basis of Amount quoted for Item Sl. No. 1 of Schedule of Rates.

2.20.0 ARTICLE - 20: CONTACTING GAIL

2.20.1 Subject to Article 2.17.2, 2.17.3 & 2.17.4.2, bidder shall not contact GAIL on any matter relating to his 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 bid evaluation, bid comparison or contract award decisions may result in the rejection of the 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: 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 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, 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 agreed terms and conditions.

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 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

An agreement on the letterhead of the bidder is required to be submitted as per the format enclosed as Annexure-H regarding non-involvement of any other entity or Government of India in respect of the present contract.

2.27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by GAIL, New Delhi, India. The invoices must be addressed to Engineer-In-Charge mentioned in the FOI/LOA.

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to Engineer-In-Charge mentioned in the FOI/LOA and order acceptance to be sent to:-

Sr. Officer (C&P) #245
GAIL (India) Limited,
16, Bhikaiji Cama Place,
R. K. Puram, New Delhi – 110 066 (India)

2.28.0 ARTICLE-28: GAIL'S BANKERS

GAIL's Bankers are:

STATE BANK OF INDIA,
HDFC BANK,
ICICI BANK

2.29.0 ARTICLE-29: PRE-BID MEETING

- 2.29.1 The bidder or his authorized representative(s) is advised to attend pre-bid meeting as per details given in "Request for Quotation". The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage by the bidders including site visits.
- 2.29.2 The bidder is requested to submit any queries/clarification/information pertaining to bidding documents in writing delivered by hand or by fax and through e-mail as per **Annexure-K** of this tender document so as to reach at least 2 days prior to date of pre-bid meeting.
- 2.29.3 GAIL's responses to Bidder's queries/ clarifications will be furnished as expeditiously as possible. Any modification of the Bidding Document, which may become necessary as a result of the pre-bid meeting/ queries/ clarifications, shall be conveyed through issue of an Addendum/Amendment/Corrigendum to tender document.

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, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

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

3.5.3 Payment terms will be as follows:

3.5.3.1 For all consultancy jobs for preparation of reports,

Payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

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

- 40% on submission & acceptance of final report.

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

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

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

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

3.5.3.2 For Acquisition/Due diligence consultancy cases

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

- 3.6.1 Consultant shall submit to GAIL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (**Annexure-C**). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

- 3.6.2 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

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

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

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

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

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

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

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

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

ARTICLE 3.10.0: LEGAL CONSTRUCTION

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

ARTICLE 3.11.0: 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, telex/cable confirmed in writing.

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

ARTICLE 3.23.0: 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 Conditions of Contract
&
Scope of Work, Deliverables

Index

SECTION-4A: SPECIAL CONDITIONS OF CONTRACT

SECTION- 4B: SCOPE OF WORK

SECTION-4A

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.
- 1.2 Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the Consultant shall perform certain work or provide certain facilities, it is understood that the consultant shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
 - i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Telex/Telegram of Acceptance.
 - iii) Schedule of Rates as enclosures of Letter of Acceptance.
 - iv) Job/ Particular Specifications & latest MOEF Notification/CPCB (Central Pollution Control Board)
 - v) Drawings
 - vi) Technical/Material Specifications
 - vii) Special Conditions of Contract
 - viii) General Conditions of Contract
 - ix) Indian Standards
 - x) Other Applicable Standards.
- 1.5 It will be Consultant's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.6 Prices shall be quoted including of all taxes except service tax, which shall be paid extra at actuals.

2.0 PAYMENT TERMS

- 2.1 GAIL shall pay for the services rendered as per stipulation in the tender through E-Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.
- 2.2 Consultant will invoice GAIL according to the terms and conditions provided in the tender.
- 2.3 Payment terms will be as follows:

Payments shall be released based on the following milestones:-

- 40 % of contract value on submission of draft EIA, EMP study report as per the scope of work.
- 20 % of contract value on submission of draft RRA & DMP study report as per the scope of work.
- 30 % of contract value on submission of final EIA, EMP study report as per the scope of work.
- 10 % of contract value on submission of final RRA & DMP study report as per the scope of work.

- 3.0** Article no. 3.11.5 of GCC (General condition of contract) shall not be applicable.

SECTION-4B

SCOPE OF WORK

SCOPE OF WORK (EIA / EMP & RRA Studies) for Kochi-Kanjirrkod-Bangaluru-Mangalore(KKBMPL) along with spurlines / feeder lines

1.0 Introduction

- 1.1 GAIL (India) Limited a Navratna company (under the MoP&NG) is intended to lay a pipeline from **Kochi-Kanjirrkod-Bangaluru-Mangalore (KKBMPL)** from R-LNG terminal of M/s PLL at Kochi to Mangalore and Bangaluru through Kanjirrkod along with spur / feeder lines, to cater to the gas demand in the States of **Kerala, Karnataka and Tamilnadu.**
- 1.2 Detailed Feasibility Report (DFR) for Kochi-Kanjirrkod-Bangaluru-Mangalore pipeline was prepared earlier by M/s EIL the year 2002, which was further revised 'In-House' by project development pipeline group of GAIL in November, 2008 based on latest gas demand and customer locations.
- 1.3 The designed capacity of the **KKBMPL** is **16.0 MMSCMD**. The main pipeline will pass through the major gas demand centers i.e. **Alwaye, Kalamassery, Udyogmandal, Kakkanad & Ambalamedu of Kochi-Alwaye section, Thrissur, Kottakal, Kozhikode, Kannur, Mangalore & Palakkad of Alwaye (Tap-off) – Kanjirrkod-Mangalore & Kanjirrkod-Palghat /Palakkad section and Coimbatore, Trippur, Erode, Hosur, Salem & Bangaluru of Palghat /Palakkad –Bangaluru section.**
- 1.4 **KKBMPL** will be laid along with Spurlines / Feeder lines for supply of gas to these customers. The above pipeline project is under execution and being implemented in phases.

Sl. No.	Description	Total Pipeline Length (Approx.)
1	Kochi-Kanjirrkod-Bangaluru-Mangalore	Trunk line : 24"x 860 km
2	Spurline / Feederlines to : <u>Kochi-Alwaye section</u> - Kochi Terminal to SEZ - Alwaye (Tap-off) – FACT-I (Tap-Off) - FACT-I (Tap-off) to REL - REL to FACT-I - FACT-I (Tap-off)– GTN textiles - Local network in Udyogmandal, Binanipuram, Kakkanad Alwaye	8", 5 km 12", 10 km 8", 4 km 8", 1km 8", 3 km 8", 20 km

	- FACT-I to FACT-II	12", 18 km
	- FACT-II to BPCL Refinery Ambalamedu	8", 4 km
	- BPCL Refinery Ambalamedu to HOL & Other Consumers	8", 4 km
	Sub total	69 km
	<u>Kanjirkkod-Mangalore and Kanjirrkod –Palghat Palakkad section</u>	
	- Apollo Tyre Thrissur	8", 14 km
	- Aryavaidsala Kottakal	8", 7 km
	- KSEB Power Plant Kozhikode	8", 20 km
	- Western Plywood Kannur	8", 4 km
	- Kannur Power Projects	8", 4 km
	- Power Plant Kasargod	8", 2km
	- MCF Mangalore	8", 2 km
	- Indosil Palakkad	8", 18 km
	- Precoat Steel Industries & Others	8", 5 km
	Subtotal	76km
	<u>Palghat /Palakkad –Bangaluru section</u>	
	- Coimbatore (Tap-off) –Coimbatore DT	12", 10 km
	- Local pipeline network to Coimbatore consumers	8", 40 km
	- Local pipeline network in Trippur	8", 10 km
	- Erode Tap-off to Agni Steel	8", 2 km
	- Local pipeline network in Trichengede	8", 15 km
	- Local pipeline network for consumers consumer in Salem	8", 30km
	Sub total	107 km
	Total (Trunk+ Spurlines/ Feederlines)	1112 (860 +252) km

1.5 Consultant has to carry out Land use – Land cover (LU-LC) , Flora-Fauna (FF) and Baseline Data collection study for developing the overall Environment Management Plan for the above pipeline total pipeline length for Trunk line and as well as for spurlines / feeder lines. Besides this, Consultant has also to carry out Rapid Risk Analysis study which may consists of

a) Identification of major hazards for pipelines

- b) Consequence analysis of the major hazards to find out hazard distances and impact zones.
- c) Determination of individual risk values by means of risk transects for the pipeline
- d) Graphical representation of the hazard distances.
- e) Suggestion of mitigating measures to eliminate / reduce hazard level

2.0 Detailed scope of work for EMP and RRA study is given below:

2.1 Scope of Work for Environment Management Plan (EMP)

2.1.1 Land use-Land cover (LU-LC)

- 2.1.1.1 Landuse/Landcover (LU/LC) maps for the corridor of 500 meter width on either side of entire length of above mentioned pipeline and 5 km radius area around 22 locations as given below:

Trunk line :

- Kochi
- Alwaye
- Kanjirrkod
- Bangaluru
- Mangalore

Spurline / Feederlines to: -

Alwaye
 Kalamassery
 Udyogmandal
 Kakkanad
 Ambalamedu
 Thrissur
 Kottakal
 Kozhikode
 Kannur
 Mangalore
 Palghat / Palakkad
 Coimbatore
 Trippur
 Erode
 Hosur
 Salem, Bangaluru

Note: The above locations are indicative and subject to confirmation after award of job.

2.1.1.2 The preparation of maps shall be done by using remote sensing techniques on the scale of 1:50000 covering the following features (LU/LC category / class) :

- (i) Forests Legal status of forests –National park/ Sanctuary / Biosphere/ Reserved / Protected / mangroves, Dense / Open forest, canopy cover estimates / vegetation vigor assessment, etc.
- (ii) Other form of greenery Grazing land, etc.
- (iii) Agriculture land with crop, without crop, plantation, irrigated and un-irrigated land etc.
- (iv) Water Bodies Sea, estuaries, rivers, streams, canals, lakes, tanks, reservoirs, dams, etc.
- (v) Built up land Human settlements, Urban/ Rural, Mixed, Industrial, Road & Highways, railway lines , etc.
- (vi) Waste land Salt affected, water logged, gullied / ravenous, land with or without scrub, sandy area, sand dunes, Barren Rocky , low lying areas, borrow areas, mining areas, etc
- (vii) Wet land Mangroves, Beaches, Salt Pans, Mudflats, flood plains, tidal zone (sub tidal, inner tidal and high tidal), coastal morphology etc.
- (viii) Others Archaeological and other heritage sites, Future / identified developed areas, etc.

2.1.1.3 Satellite imagery and Thematic atlas maps of LU/LC reduced to A-4 (color maps)

2.1.1.4 Land use / Land cover Assessment study reports including details of satellite data, advantages and limitation of satellite data based LU/LC study, techniques adopted, methodology and approach of study, the data collection, ground truth verification, observations and assessments and tabular and graphical representation for area distribution of various LU/LC features (primary category / class & sub classification) for the 1 km corridor for above pipeline covering entire pipeline route trunk as well as spurlines / feeder lines and 5 km radius around 22 locations, mentioned above. Information regarding lithology, geomorphology, drainage pattern & slope is to be included.

2.1.1.5 Satellite data / imagery used for the LU/LC status shall be recent.

2.1.1.6 The Agency shall ensure familiarity with relevant Government Notifications / Manuals / Guidelines (including that of MoEF &CPCB), standards and ensure availability of necessary equipments, instruments, maps and data base.

2.1.2 Flora-Fauna study

2.1.2.1 To examine the above mentioned pipeline in light of various Forest & Wild Life Acts and Environment Protection Acts and other relevant regulations/ notifications / guidelines. The study shall be carried out as per requirement given in the latest notifications / guidelines including that of MoEF & CPCB. The Agency shall

ensure familiarity with relevant Government Notifications / Manuals / Guides, standards and ensure availability of necessary equipments, instruments, maps and data base.

- 2.1.2.2 To assess the baseline status of forests and wildlife of the area including flora, avifauna and aquatic life in the corridor of 500 meter width on either side of the length of above pipeline and identify endangered species, if any. This will also include details of mangroves, corals & other flora as well as fauna in beaches, sand bars, salt pans, estuarine/ tidal/shallow sea zone as applicable. This shall include study of submerged, sessile, sedentary plants, mosses, lichens & other like plants, herbaceous, vegetation including grasses, shrubs, sapling, bushes, climbers and trees, estimating plant species richness for various plant categories, identifying important cultivated plants, status of forests, etc. For all floral and faunal species, both scientific and English (common) name shall be furnished. Existence of significant wildlife habitat / migration path within 1 km on either side of three pipelines and 5 km radius area around 22 locations as given are also to be reported.
- 2.1.2.3 Identification and details of all environmentally / ecologically sensitive places in the study area (1 km either side of the pipeline and 5 km radius area around twenty two locations indicated above) with respect to scenic areas, mountain / hills, beaches/ health resorts, coastal, areas rich in corals, mangroves, breeding ground of specific species, estuaries rich in mangroves, gulf areas, Biosphere reserves, National Park and wild life Sanctuaries, Natural lakes, swamps, area of scientific and geological interests, Tiger reserves, elephant reserves, turtle nesting grounds, Habitat for migratory birds, etc. Ecological sensitivity of the site with respect to wildlife importance (endangered species), endemism, state of terrestrial, wetland vegetation, legal status, conservation status shall be furnished by proper grading scheme.
- 2.1.2.4 To assess impact on flora, fauna and aquatic ecology due to the above pipeline. Environmental Impact Evaluation matrix shall be developed for various aspects and activities of the above pipeline on biological component of the environment (Flora and fauna habitat and communities, species and populations) both during construction and operation phase. The impact shall also be categorized in terms of short term, long term and permanent impacts.
- 2.1.2.5 To suggest an Environment Management Plan to mitigate the negative impacts of the above the above pipeline. This should include details of compensatory afforestation envisaged (i.e. numbers, native species with respect to survival rates, food fruit medical / etc. value & other environmental benefits, location etc.).
- 2.1.2.6 To carry out cost benefit analysis of the above pipeline with respect to environments.
- 2.1.2.7 To prepare flora and Fauna study report based on study and assessment as above.

- 2.1.2.8 Submit colored photographs (with date imprinted) of typical features of biological environment in the study area.

2.1.3 Base Line Data Study

- 2.1.3.1 The scope of work is for the base line data collection for development of Environment Management Plan (EMP) and preparation of report comprising data for the above pipeline project. Baseline data is to be established for various components of environment like water, noise, land and socio-economic in a corridor of 500 m on both sides of pipeline, and submit the findings in the form of report. Transportation required during selection of sampling location is in Contractor's scope. All the samples shall be collected, preserved and analyzed as per standard methods specified by MoEF /CPCB/AWWA/APHA/BIS and other relevant specified standards.

The contractor shall ensure familiarity with relevant Government Notification / Manuals / Guidelines as specified in the relevant BIS codes. It is in the scope of contractor to make arrangements for power supply including generator sets, if required. Copies of relevant codes shall be maintained at the site laboratory for reference. Any deviation from relevant standards shall lead to the rejection of the samples and payment shall be made accordingly.

2.1.3.2 Ambient Air Quality

The ambient air quality shall be assessed at 22 different stations in a corridor of 500 meter on both sides of the above pipeline sectors respectively for the below mentioned pollutant parameters. The monitoring shall be simultaneous at all these locations including duration, frequency and parameters analyzed like Suspended Particulate Matter (**SPM**), Respiratory Particulate Matter (RPM), Sulfur Dioxide (SO₂), Nitrogen Oxide (NO₂), Carbon Mono Oxide (CO) and Hydrocarbons (Methane and Non Methane).

2.1.3.3 Meteorology

Weather station shall be installed at three locations to record continuously for 24 hours (for hourly data) on all days of the monitoring period for the following parameters:

Wind Speed

Wind Direction

Ambient Temperature

Relative Humidity

Rainfall

2.1.3.4 Water Quality

The water quality (ground / surface) shall be assessed at 22 locations along the pipeline, distributed surface water bodies and ground water bodies. The total sample will be fourteen. Environmental condition at the time of sampling that may affect the water quality should be noted at the time of sampling. Surface water and Ground water quality sampling and analysis shall be done for all parameters like color, odor, taste , PH, temperature, Turbidity, Total Calcium / Magnesium Hardness, Total alkanity, Chloride, Sulphate, Nitrate, Fluoride, Sodium, Potassium, Iron, Salinity/TDS. Calcium, Magnesium, Copper, Total Nitrogen, Total Phosphate, DO, BOD, COD, Phenolic compounds, Heavy Metals (Hg, Ca, Se, As, CN, Pb, Zn)Cr, PAH, Mineral oil, Pesticides, Al, Mn, Bo, Anionic detergents, Total coliforms, faecal coliforms, Phyto plankton, Zoo plankton etc. as per EPA standard / CPCB guidelines

2.1.3.5 Noise Level

The noise level quality shall be assessed by measuring noise level in the existing environment at 22 different locations along the pipeline. At each monitoring station, the monitoring shall be carried out continuously for 24 hours. The sound pressure levels should be measured in dB(A). Noise level shall be reported separately.

2.1.3.6 Traffic Density

The traffic volume survey shall be carried out at 20 locations along the pipeline once in the study period. At each locations, the details with respect to hourly traffic volume shall be continuously monitored for 24 hours. The monitor data shall be reported for traffic under different vehicle categories.

2.1.3.7 Soil Quality

The soil analysis shall be carried out about 22 locations along the pipeline in a corridor of 500 meter on both sides of pipeline. The soil samples shall be collected once at all locations. The soil samples shall be analyzed for the following parameters like Particle Size Distribution, Texture, pH, Electrical conductivity, cation exchange capacity, Alkali metals, SAR, Permeability, Water holding capacity and Porosity.

2.1.3.8 Socio-Economic Data

The information collected should include Demographic structure, Infrastructure resources base and economic resource base. Health status, morbidity pattern, parasitic communicable disease, water borne, psychological disease and disease vectors, culture and aestretic attributes. Basic amenities like drinking water resources and water supply, medical, education, sanitation, recreation , transportation facility(Road + Railway & Water way rivers & traffic nearest airport, railway station, bus stop etc.) and other facilities (Post office, telephone & Telegraph office, Police station etc.). All sensitive location falling in the corridor

of 500 meter on both sides of above pipeline will have to be identified. Information shall also be collected on major industrial and commercial activities, and monuments of culture and historical / archaeological importance, places of scenic beauty within the study area. Information regarding studies in the study area shall include company name, capacity, products and quantity, raw material, emissions, effluents and disposal locations, etc. the source of electricity(industrial, commercial and domestic use) to be identified along with consumption.

2.1.3.9 River Data

Information is to be collected at rivers along the pipeline with respect to width of the river and flow rate during the study period by measurement / historical data and down stream use.

2.1.3.10 Secondary Data

Latest available secondary data of nearest meteorological station from authentic source (Local Meteorological department) shall be provided for past one year (all seasons separately) . Statistical summary (maximum / minimum/ mean/total) of rain fall, ambient temperature, humidity on monthly and annual basis and frequency of inversion , cyclones, tornadoes/ cloud burst shall be reported.

Source: Reference of such secondary data shall be specified.

Note:

1. Consultant has to prepare the terms of reference (TOR) within 15 days of receiving the FOI & assist GAIL in getting the approval of EIA from concerned authorities. i.e. MoEF etc.
2. The study shall be carried out as per requirement given in the latest notifications / guidelines including that of MoEF & CPCB. The Agency shall ensure familiarity with relevant Government Notifications / Manuals / Guides, standards and ensure availability of necessary equipments, instruments, maps and data base.

2.2 Scope of Work Rapid Risk Analysis Report (RRA)

2.1 Route of Pipeline

2.2 Risk Study Parameters

2.3 Gas Composition

2.4 Pipe line Design Parameters

2.5 Meteorological Conditions

2.6 Temperature

2.7 Humidity

2.8 Wind Speed and Wind Direction

2.9 Damage Criteria and Intrinsic Hazards of Natural Gas

2.10 Consequence Analysis

2.11 Conclusions and Recommendations

2.12 Guidelines for Emergency Planning

3.0 GAIL'S OBLIGATIONS

GAIL shall provide/arrange the following within an agreed schedule: -

- i) Data based on detailed route survey of Kochi-Kanjirkod –Bangalore-Mangalore Pipeline (KKB MPL) along with spur lines / feeder lines
- ii) Nominate a representative duly authorized to act for and on behalf of client on all matters related to project for the duration of project.
- ii) Quantity of gas flow, pressure, temperature, calorific value.
- iii) Assist the consultant in relating to obtain clearances for carrying out the EMP and RRA study (if required) from the statutory bodies / authorities for the above pipeline.

4.0 Time Schedule

The time schedule for submission of the, Environment Management Plan (EMP) and Rapid Risk Analysis (RRA) study report shall be:-

Description	Time Schedule
• Submission of Terms of reference	• Within 15 days from date of FOI

• Submission of Draft EMP and RRA	• Within 65 days from the Date of supply of Survey data.
• Submission of Final EMP and RRA	• Within 15 days after submission of comments on draft EMP and RRA

5.0 Deliverables

Deliverables Two copies (02) of the draft report shall be submitted to GAIL comments. Subsequently four copies (04) of the final report, incorporating. GAIL's comments shall be submitted.

Consultant shall submit editable soft copies of EMP&RRA reports including soft copy of annexures, maps, etc.

SECTION - 5

Schedule of Rates

SCHEDULE OF RATES (SOR)

TENDER NO : GAIL/ND/BD/C&P/1003/20027451

JOB : Environment Impact Assessment / Management Plan and Rapid Risk Analysis Studies of Kochi-Kanjirkkod-Bangalore-Mangalore Pipeline and its Feeder/ Spurlines

SL	Description	Unit	Currency	Unit Rate exclusive of Service Tax and Edu. Cess	
				In Figures	In words
A	B	D	E	F	G
1.	Environment Impact Assessment / Management Plan and Rapid Risk Analysis Studies of Kochi-Kanjirkkod-Bangalore-Mangalore Pipeline and its Feeder/ Spurlines as per Scope of work defined in tender document.	Lump sum	Indian Rupees		

Note:

1. Quoted prices should be exclusive of Service Tax and Education Cess which shall be payable extra at actuals.
2. Rate of Service Tax and Edu. Cess (considering abatement, if applicable) should be indicated in Agreed Terms & Conditions.

Bidder: M/s _____

Date _____

Place _____

Signature of Authorized Signatory : _____

Name : _____

Designation : _____

Seal : _____

SECTION - 6

ANNEXURES

Bid Form

To: GAIL (India) Limited
16, Bhikaiji Cama Place, RK Puram
New Delhi – 110 066
India

Date:

Dear Sir,

Having examined the TENDER No. GAIL/ND/BD/C&P/1003/20027451 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 three 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 20__

Signature of authorized signatory

Name: -----

Date:

Designation:

Place:

Seal:

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 20__ 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

**PERFORMANCE SECURITY
(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(NOT APPLICABLE)

ANNEXURE- D

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s

TENDER No. GAIL/ND/BD/C&P/1003/20027451

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.

Sl	Description	Bidder's Confirmation
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender/Bidding Document/Bidding Document.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER/BIDDING DOCUMENT.	
3a.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work but excluding Service Tax.	
3b.	Indicate rate of Service Tax applicable.	Service Tax% Educational Cess.....%
4	Confirm that the offer shall remain valid for acceptance up to 3 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 and fixed till completion of project.	
7	Confirm that currency of quoted prices is Indian Rupees.	

SI	Description	Bidder's Confirmation
8	Confirm acceptance of Completion period as per requirement specified in TENDER/BIDDING DOCUMENT (to be reckoned from date of Fax of Intent)	
9	Confirm that all details/documents are submitted in line with article no. 2.12.5.1 of ITB: Section-2 of Bidding Document.	
10.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Tender/Bidding Document.	
11.	Confirm that in case of delay in completion beyond contractual completion date, the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.	
12.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
13	Confirm acceptance of relevant Terms of Payment as specified in the Tender/Bidding Document. [Payment terms indicated in Tender/Bidding Document do not provide for any advance payment to be made to the bidder(s)].	
14.	Confirm that Contract Performance Bank Guarantee (CPBG) for 5% of order/contract value shall be furnished within 30 days of Fax of Intent, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Tender/Bidding Document.	NOT APPLICABLE
15a.	Confirm acceptance in totality of the Terms & Conditions contained in- (i) Instructions to Bidders (ii) General Conditions of Contract (GCC) (iii) Scope of work, SCC & Deliverables. (iv) All other commercial documents/ attachments of Tender/Bidding Document.	
15b.	In case of reservations, confirm that clause wise comments have been specified as annexure to this format. Deviations to terms & conditions of tender document, if any, mentioned elsewhere than Annexed to this Agreed Terms & Conditions shall not be given any cognizance.	

Sl	Description	Bidder's Confirmation
15c.	Confirm that 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.	Confirm that none of the Directors of bidder is a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
17.	Confirm that all correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/Fax No./E-mail) of person(s) to whom queries, if any, are to be addressed against your bid.	Name: Contact No.: Fax: Email:
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids including those received late or incomplete.	
20.	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. _____

ANNEXURE - E

**Proforma of Letter of Authority for Attending the
Pre-bid Meeting/Bid Opening /Signing the Agreement**

No.

Date:

GAIL (India) Limited
16, Bhikaiji Cama Place
R.K.Puram,
New Delhi- 110066

Attn:

Sub: Tender No. GAIL/ND/BD/C&P/1003/20027451

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)
_____ is/are authorized to represent us for Pre-Bid meeting/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 _____

Tender No. GAIL/ND/BD/C&P/1003/20027451

Offer No. & Date:

DISCLAIMER

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

GAIL (India) Limited
16, Bhikaiji Cama Place,
RK Puram,
New Delhi – 110066
Attn.: Vinay Kumar K. Sr. Officer(C&P)
Tel: +91-11-26172580 Extn. 6245
E-mail: vinay.k@gail.co.in

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the Tender document to the bidder, the Tender 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 Tender document.

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

Signature	_____
Name	_____
Designation	_____
Office Stamp	_____

Tender No. GAIL/ND/BD/C&P/1003/20027451

Offer No. & Date:

ANNEXURE-H

Agreement on the letterhead of the bidder to be submitted - Regarding non-involvement of any other entity or Government of India in respect of the present contract.

It is expressly understood and agreed by and between(Consultant) 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..... (Consultant) 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..... (Consultant) 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, and cause of action or thing whatsoever arising of or under this agreement.

Signature	_____
Name	_____
Designation	_____
Office Stamp	_____

Tender No. GAIL/ND/BD/C&P/1003/20027451

Offer No. & Date:

NO DEVIATION CONFIRMATION

To,

Date:

GAIL (India) Limited
16, Bhikaiji Cama Place
R.K.Puram,
New Delhi- 110066

Sub: Tender No. GAIL/ND/BD/C&P/1003/20027451 dated 30.04.2010

Offer No. & Date:

Dear Sir,

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

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

DECLARATION

To

Date:

GAIL (India) Limited
16, Bhikaiji Cama Place
R.K.Puram,
New Delhi- 110066

Dear Sir,

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

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / GAIL (India) Limited.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No. GAIL/ND/BD/C&P/1003/20027451

Offer No. & Date:

BIDDER'S QUERIES FOR PRE-BID MEETING**TENDER NO : GAIL/ND/BD/C&P/1003/20027451****JOB : Environment Impact Assessment / Management Plan and Rapid Risk Analysis Studies of Kochi-Kanjirkkod-Bangalore-Mangalore Pipeline and its Feeder/ Spurlines**

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

NOTE: The Pre-Bid Queries may be sent by fax to fax numbers 91-11-26185941 extn. 00502# / 2378# / 15245# and also by e-mail to shalder@gail.co.in, rajeshkr@gail.co.in or vinay.k@gail.co.in.

SIGNATURE OF BIDDER : _____**NAME OF BIDDER : _____**

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
Sr. Officer (C&P)
GAIL (India) Ltd.
New Delhi

E-mail : vinay.k@gail.co.in
Fax : 011 26185941 Extn 15245#

Sub: TENDER NO. GAIL/ND/BD/C&P/1003/20027451 dated 30.04.2010 for Environment Impact Assessment / Management Plan and Rapid Risk Analysis Studies of Kochi-Kanjirakkod-Bangalore-Mangalore Pipeline and its Feeder/ Spurlines

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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