

## TABLE OF CONTENTS

<u>SL. NO.</u>	<u>DESCRIPTION</u>
RFQ	Request for Quotation
SECTION - 1	Cut-out Slips
SECTION - 2	Instructions to Bidders
SECTION - 3	General Conditions of Contract
SECTION - 4	Scope of Work & Deliverables
SECTION - 5	Price Schedule
SECTION - 6	ANNEXURES
A -	BID FORM
B -	CONTRACT AGREEMENT FORM
C -	PROFORMA OF PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE)
D -	AGREED TERMS AND CONDITIONS
E -	PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING THE BID OPENING AND SIGNING THE AGREEMENT
F -	DETAILS OF THE EXPERIENCE
G -	DISCLAIMER



## **SECTION - 2**

# **INSTRUCTIONS TO BIDDERS (ITB)**

# Index

<b>Article</b>	<b>Title</b>
1.	Cost of Bidding
2.	Bid Document
3.	Clarification of Bid Documents
4.	Amendment of Bid Documents
5.	Language of Bid
6.	Documents Comprising the Bids
7.	Bid Form
8.	Bid Price
9.	Bid Currencies
10.	Period of Validity of Bids
11.	Format and Signing of Bid
12.	Preparation and Submission of bids
13.	Bid Due Date
14.	Late Bids
15.	Modification and Withdrawal of Bids
16.	Opening of Bids by GAIL
17.	Evaluation of bids
18.	Opening of Price Bid
19.	Comparison of Bids
20.	Contacting GAIL
21.	Award Criteria
22.	GAIL's Right to accept any Bid and to reject any or all Bids
23.	Notification of Award
24.	Acceptance of Order
25.	Income Tax Liability
26.	Agreement
27.	Invoice & payment
28.	GAIL's Bankers

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

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

## **2.0 ARTICLE-2 : BID DOCUMENT**

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The 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 bid document issued by GAIL.

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

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

- 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.

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

- 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.
- 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.
- 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.

## **5.0 ARTICLE-5 : LANGAUGE OF BID**

- 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.

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

- 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 bid document.
- f) Latest valid Employees Provident Fund (EPF) registration certificate. (Applicable for Domestic bidders)
- g) Power of Attorney in favour of the signatory to the bid.

## 7.0 **ARTICLE - 7: BID FORM**

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

## 8.0 **ARTICLE - 8: BID PRICE**

8.1 The bidder shall quote the prices in the price schedule attached to this Bid document.

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.

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.

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.

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.

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.

### 8.7 **Fixed Price**

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.

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.

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.

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

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.

## 9.0 **ARTICLE – 9: BID CURRENCIES**

9.1 All Foreign component of the prices shall be quoted in US Dollars or home currency of the bidder only. All payments of the Foreign Component shall be made in US Dollars or home currency of the bidder only. Currency once quoted is not allowed to be changed.

9.2 The Expenditures to be incurred in India relating to this Contract shall be quoted in and be payable in Indian Rupees only.

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

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.

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.

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

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

11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised 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.

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

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

12.1 A set of Bid Document consisting of two copies of Bid Document marked "ORIGINAL" and "BIDDER'S COPY" including Bid form shall be issued to the Bidders. One set of above documents, marked "BIDDER'S COPY", shall be retained by the Bidder for reference and the other set of the bid document, marked "ORIGINAL", shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

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

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

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

12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

##### **Part-A: Techno-commercial/un-priced Bid**

##### **Part-B: Priced Bid**

12.5.1 **PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID**

12.5.1.1 **Part-A : Un-priced Bid** shall contain original and one copy of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original and copy of un-priced bid shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document 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. Commercial Terms and Conditions
5. Details of Bidders' infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
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. Stamped and signed copy of GAIL Bid Document.
10. Declaration that Bidder has not been banned/ de-listed.
11. Bidder's testimonials. .
12. Any other document as may be required to substantiate the suitability of Bidder / CONSULTANT for GAIL.

## 12.5.2 **PART-B: PRICED BID**

12.5.2.1 **Part-B : Priced Bid** shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, 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 Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

## 12.6 **SEALING & MARKING OF BIDS**

12.6.1a) The inner and outer envelopes shall be addressed to GAIL at the following address:

-----  
GAIL (India) Limited  
-----

INDIA

- b) Bear the words "Invitation Of Bids for \_\_\_\_\_  
for GAIL (India) Limited." the Bid Document No., and the words 'DO NOT OPEN BEFORE \_\_\_\_\_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.

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

## 13.0 ARTICLE - 13: BID DUE DATE

- 13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the Bid Document.
- 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 bid documents, 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.

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

- 14.1 Any bid received by GAIL after the bid due date and time prescribed in Invitation For Bids shall be rejected.
- 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.

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

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

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Article 12.6. 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.

- 15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.
- 15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

#### **16.0 ARTICLE - 16 : OPENING OF BIDS BY GAIL**

- 16.1 The bids will be opened by the GAIL at their office at GAIL, \_\_\_\_\_(address) in the presence of bidders' representatives (duly authorised by a competent person and having the Letter of Authority as per Proforma), 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.
- 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**.
- 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.

#### **17.0 ARTICLE - 17 : EVALUATION OF BIDS**

- 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.
- 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.



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

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

17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria, if given along with the tender. The price bid of only those bidders, who meet the Evaluation criteria and their bids, are found responsive, shall be opened.

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.

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.

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-conformity.

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

- i) **Performance Security (Contract Performance Bank Guarantee)**
- ii) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB).**
- iii) **Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)**
- iv) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**
- v) **Firm Price.**
- vi) **Completion Period of total scope of work**
- vii) **Termination of Contract as per Article-3.16 of GCC**
- viii) **Price Reduction Schedule as per Article 3.12 of GCC**
- ix) **Payment Terms as specified in the Bid document.**
- x) **Any advance sought by the bidder.**
- xi) **Non-submission of EPF registration certificate by Domestic Bidder.**

17.4.6 Bids not confirming to technical specification/requirements (**Ref Scope of work**) as mentioned in Bid Document will be rejected.

17.4.7 Conditional Bids will be liable for rejection.

#### **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.

#### **19.0 ARTICLE - 19 : COMPARISON OF BIDS**

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

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.

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.

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

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

19.6 Comparison of Bids will be on the basis of overall lowest cost to GAIL for all the items clubbed together.

## **20.0 ARTICLE - 20: CONTACTING GAIL**

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.

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.

## **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.

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

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.

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.

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

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).

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.

## **24.0 ARTICLE - 24: ACCEPTANCE OF ORDER**

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.

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.

#### **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.

#### **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.

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

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

\_\_\_\_\_  
GAIL(INDIA) LTD.

\_\_\_\_\_  
INDIA

#### **POST ORDER CORRESPONDENCE:**

All post order correspondence should be addressed to:-

\_\_\_\_\_  
GAIL(INDIA) LTD.,

\_\_\_\_\_  
INDIA

#### **28.0ARTICLE-28: GAIL'S BANKERS**

GAIL's Bankers are:

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



## **SECTION - 3**

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

### **ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS**

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

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

**GAIL/OWNER** shall mean GAIL (India) Limited

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

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

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

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

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

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

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

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

### **ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to GAIL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

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

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

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

### **ARTICLE 3.3: GAIL'S REPRESENTATIVE**

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

**ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE**

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

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

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

**ARTICLE 3.5: PAYMENT TERMS**

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

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

3.5.3 Payment terms will be as follows:

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

- 60 % on submission & acceptance of Draft report.

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

- 40% on submission & acceptance of final report.

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

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

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

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

<b>Stages</b>	<b>Payment (%age of lumpsum price)</b>
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: PERFORMANCE GUARANTEE**

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

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

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

### **ARTICLE 3.7: CONFIDENTIALITY**

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

### **ARTICLE 3.8: TAXES AND DUTIES**

- 3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.8.2 Statutory variation in taxes (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: RESOLUTION OF DISPUTES / ARBITRATION**

- 3.9.1 GAIL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

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

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

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

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

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation



with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

**ARTICLE 3.10: LEGAL CONSTRUCTION**

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

**ARTICLE 3.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES**

3.11.1 GAIL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.

3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

3.11.4 By fifteen days prior notice, GAIL may request Consultant to resume the performance of the services, without any additional cost to GAIL.

3.11.5 In case of suspension of work by consultant on GAIL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

**ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)**

3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

3.12.2 GAIL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GAIL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GAIL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GAIL in the matter of applicability of price reduction shall be final and binding.

**ARTICLE 3.13: ASSIGNMENT**

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

**ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep GAIL harmless and indemnify GAIL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to GAIL will be property of GAIL.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by GAIL for carrying out of any services with any third parties.
- 3.14.4 Consultant shall not without the prior written consent of GAIL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

#### **ARTICLE 3.15: LIABILITIES**

- 3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

#### **ARTICLE 3.16: TERMINATION OF CONTRACT**

##### 3.16.1 Termination for Default

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

##### 3.16.2 Termination for Insolvency

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

##### 3.16.3 Termination for convenience

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

#### **ARTICLE 3.17: MODIFICATION**

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

**ARTICLE 3.18: CONTRACT/AGREEMENT**

The notification of award along with agreement on non judicial stamp paper of appropriate value of \_\_\_\_\_ as per 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: FORCE MAJEURE**

Shall mean and be limited to the following:

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

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

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

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

**ARTICLE – 3.20: Rectification Period**

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

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

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

**ARTICLE – 3.21: Sub Contract**

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GAIL. Upon the request of GAIL, the consultant shall

submit for GAIL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

**ARTICLE – 3.22: Notices**

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

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

**ARTICLE – 3.23: Acquisition of Data**

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

**Bid Form**

To: GAIL (India) Limited

Date:

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

Dear Sir,

Having examined the Bid document 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 bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding 5% of the Contract price for the due performance of the Contract.

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 \_\_\_\_\_, 2003 between M/s \_\_\_\_\_, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the GAIL (India) Limited hereinafter called “GAIL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

### WHEREAS

GAIL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of GAIL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

### AND WHEREAS

GAIL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by GAIL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with GAIL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that GAIL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by GAIL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for  
and on behalf of **GAIL**  
**M/s GAIL (India) Limited**

\_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_  
: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Signed and Delivered for  
and on behalf of

M/s \_\_\_\_\_

Date

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

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

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

GAIL ( India) Limited

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

Dear Sirs,

In consideration of the GAIL ( India) Limited, New Delhi (India) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s\_\_\_\_\_ having principal office at \_\_\_\_\_(hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of -----by issue of OWNER Order No.\_\_\_\_\_dated\_\_\_\_\_and the same having been accepted by the Consultant resulting into CONTRACT for ----- as per above referred Order having a total value of \_\_\_\_\_for the work of -----and the CONSULTANT having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) \_\_\_\_\_having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Consultant to the extent of 5%(Five percent) of the Contract Prices as aforesaid at any time up to \_\_\_\_\_ without a reference to the CONSULTANT. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONSULTANT discharges this guarantee. OWNER and CONSULTANT or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONSULTANT of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONSULTANT or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of



them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that OWNER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the CONSULTANT on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 200

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Dated        The \_\_\_\_\_ day of \_\_\_\_\_ 200

WITNESS:

(SIGNATURE)

(NAME)

STAMP

(OFFICIAL SEAL)

(SIGNATURE)

BANK RUBBER

(NAME)

Designation with bank stamp

Plus Attorney as per Power

Of Attorney/Resolution Board of Directors

Date:

**BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS**

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

Bid Document No.....

Offer Ref.....

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

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<i>S. No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
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1. It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Bid Document.
2. Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Bid document.
3. Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.
4. Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.
5. Bidder's name and address
6. Confirm that quoted prices shall remain firm till completion of Project.
7. Please confirm the quoted prices are in Indian Rupees / US \$ / Home Currency of the bidder.
8. Confirm acceptance of Completion period as per requirement Specified in Bid Document (to be reckoned from date of Fax of Intent)
9. Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.

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<i>S.No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
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10. Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document.
11. Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.
12. Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.
13. Confirm acceptance of relevant Terms of Payment as specified in the Bid Document. [Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)].
15. Confirm that Contract Performance Bank Guarantee (CPBG) for 5% of order/contract value shall be furnished within 30 days of Fax of Intent, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.
16. Confirm acceptance in toto of the Terms & Conditions contained in-
  - i) Instructions to Bidders
  - ii) General Conditions of Contract (GCC).
  - iii) Scope of work & Deliverables.
  - iv) All other commercial documents/ attachments of Bid Document.
- a) In case of reservations, confirm that clause wise comments have been specified as annexure to this format.

-----  
**S.No.**

**Description**

**Bidder's Confirmation**  
-----

- b) All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.
17. The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.
18. All correspondence must be in English Language only.
19. Indicate Name & Contact No. (Telephone/Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid.
20. Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.
21. Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.

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

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

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

No.

Date:

GAIL (India) Limited

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

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)  
\_\_\_\_\_ is/are authorised 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**

<b>Sl. No.</b>	<b>Experience in similar jobs</b>	<b>Company Name</b>	<b>Contract Number &amp; Year</b>	<b>Value</b>

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

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

Attn.: \_\_\_\_\_

Tel:

Fax:

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.

