

LIMITED DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT

FOR

**CONTRACT FOR HIRING OF PMC SERVICES FOR LAYING OF
NATURAL GAS PIPELINES IN EAST & WEST GODAVARI
DISTRICTS OF ANDHRA PRADESH**

(TENDER NO: GGPL/KKD/C&P/PMC/2505/04/VS)

BID DOCUMENT FEE : Not Applicable

PRE-BID MEETING : 05.09.2017at 1100 Hrs. (IST)

**DUE DATE & TIME FOR
BID SUBMISSION : 19.09.2017 at 1300 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING: 19.09.2017at 1500 Hrs. (IST)

E-mail- vsrinivasulu@gail.co.in

Website: www.godavarigas.in

SECTION-I

INVITATION FOR BID **(IFB)**

SECTION-I**"INVITATION FOR BID (IFB)"**

Ref No: GGPL/KKD/C&P/PMC/2505/04/VS

Date: 30.08.2017

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR HIRING OF PMC SERVICES FOR LAYING OF NATURAL GAS PIPELINES IN EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH.

Dear Sir/Madam,

1.0 Godavari Gas Private Limited(GGPL) having registered office at D. No.: 85-06-23/2,2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajamahendravaram – 533103], invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Hiring of PMC Services for Laying of Natural Gas Pipelines In East & West Godavari Districts of Andhra Pradesh.
A	TENDER NO. & DATE	GGPL/KKD/C&P/PMC/2505/04/VS Date : 30.08.2017
B	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C	TYPE OF TENDER	Limited domestic tender
D	CONTRACT PERIOD	14 (Fourteen) Months
E	TENDER FEE with 18% GST (Refer clause no.5.2 of ITB)	NOT APPLICABLE
F	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE (Refer clause no.16 of ITB)
G	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 30.08.2017(09.00 Hrs, IST) to 19.09.2017 (13.00 Hrs, IST) on GGPLs Tender Website http://www.godavarigas.in
H	PRE-BID MEETING	DATE : 05.09.2017, TIME : 11:00 Hrs, & VENUE : Kakinada
I	UN-PRICED BID OPENING	Date & time: 19.09.2017/15:00 Hrs
J	CONTACT DETAILS	Name : V. Srinivasulu, DGM (C&P) Phone No. & Extn : e-mail : vsrinivasulu@gail.co.in

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

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

~~4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-~~

- ~~i) Demand Draft towards Tender fee (if applicable)~~
- ~~ii) EMD/Bid Security (if applicable)~~
- ~~iii) Power of Attorney~~
- ~~iv) Integrity Pact (if applicable)~~

5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at **2.0 (G) of IFB and submit their Bid complete** in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

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

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

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~
- 12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited



(Authorized Signatory)
Name : V SRINIVASULU
Designation : DGM (C&P).
E-mail ID : vsrinivasulu@gail.co.in
Contact No. : 9756603608

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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

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***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

SECTION-II

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

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1. TECHNICAL CRITERIA:

The bidder should have ISO 9000: 2000 Certification or equivalent established Quality Management System certification.

The bidder should have experience as Project Management Consultant in Design, Engineering, Planning, Procurement, Inspection, Quality Control Assurance, Construction and Commissioning of Cross-Country Natural Gas Pipeline of size not below 6"dia, length not less than 8 Km in single stretch and design pressure 49Kg/Cm² (300 #) with at least one Receipt Gas Terminal (GRT) / Gas Dispatch Terminal (GDT) in a single order during the last 5 years reckoned from the due date of bid submission.

Along with the techno-commercial bid, in support of the above, bidder must submit the proof of experience by providing the copies of Work Order/contract and its Completion/commissioning certificate issued by the end user.

The Completion/commissioning Certificate must contain the reference no. of the Work Order, name of the PMC and actual date of completion/commissioning.

A job executed by a bidder for its own in-house purpose/ sister concern/ subsidiary cannot be considered as experience for the purpose of meeting BEC.

2 FINANCIAL CRITERIA :

- A. The Annual Turnover of the bidder should be at least Rs. 64.00 Lakh in any one of the three preceding financial years.

3 DOCUMENTS REQUIRED:

- a) For authentication of document(s) submitted in support of above mentioned Technical Criteria of Bid Evaluation Criteria (BEC):

All document(s) in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the Bidder shall necessarily be certified / attested by Chartered Engineer and notary public with legible stamp.

- b) For authentication of document(s) submitted in support of Financial Criteria of Bid Evaluation Criteria (BEC):

The bidder shall submit "Details of Financial Capability of Bidder" in prescribed format as enclosed duly signed and stamped by Chartered accountant.

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Further, copy of audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.

If the bidder is submitting letter from bank confirming availability of line of credit for working capital, then it must be mentioned clearly in the letter that the availability of line of credit is against the instant tender and tender reference number must be mentioned in the letter.

Note :

- (i) **Annual Turnover-** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three preceding financial years.
- (ii) **Net worth and Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years.

2 EVALUATION AND COMPARISON OF BIDS:

- 2.1 The evaluation and comparison of bids shall be made on overall lowest basis after considering GST input credit if applicable.
- 2.2 In case of tie between bidders, job shall be awarded to bidder having higher turnover in financial year (FY) 2015-16.

SECTION-III

INSTRUCTION TO **CONSUTANTS**

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 Power of Attorney:

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

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In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

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

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)): Not applicable

~~3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).~~

~~3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.~~

~~3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.~~

~~3.4 A consortium/JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.~~

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~~3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/ Award.~~

4 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE : NOT APPLICABLE

5.1 COST OF BIDDING NOT APPLICABLE

~~The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.~~

5.2 TENDER FEE: NOT APPLICABLE

~~5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque[in favor of Godavari Gas Private Limited payable at place mentioned in BDS]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.~~

~~5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.~~

~~5.4 In the event of a particular tender being cancelled, the tender fee (excluding GST, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.~~

6 SITE VISIT

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
 - Section-IV : General Conditions of Contract [GCC]
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Specifications, Scope of Work and Drawing
 - Section-VII : Schedule of Rates

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL may respond in writing to the request for clarification. GGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GGPL's tendering web site <http://www.godavarigas.in> communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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11. DOCUMENTS COMPRISING THE BID

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB
- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (t) 'Integrity Pact' as per 'Form F-20'
- (u) 'Indemnity Bond' as per 'Form F-21'
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

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

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

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

~~11.2.2 PART-II: PRICE BID~~

~~The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal.~~

~~*[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]*~~

~~11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.~~

12 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST ((CGST & SGST/UTGST or IGST).

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

- 12.3 **Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.** In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/UTGST or IGST)**
- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

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

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

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

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

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

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

13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)**

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IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

13.6.1 Owner/GGPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

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

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

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

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

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

13.10 Anti-profiteering clause

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

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

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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

the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 — EARNEST MONEY DEPOSIT: Not applicable

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

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

~~16.2 The EMD is required to protect GGPL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause 16.7 of ITB.~~

~~16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.~~

~~16.4 Any Bid not secured in accordance with “ITB: Clause 16.1 & Clause 16.3” may be rejected by GGPL as non responsive.~~

~~16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.~~

~~16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.—~~

~~16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:~~

- ~~(a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’~~
- ~~(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice~~
- ~~(c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).~~

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- ~~(d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.~~
- ~~(e) In the case of a successful Bidder, if the Bidder fails to:~~
- ~~(i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA],~~
 - ~~(ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause 38"~~
 - ~~(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.~~
- ~~16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.~~
- ~~16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP 2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.~~

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

In case of manual tendering, bids received by GGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such

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bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E-TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

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

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

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

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

- 33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 2 month whichever is more. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

37 SIGNING OF AGREEMENT

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

~~38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT~~

~~38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the order value as specified in Notification of Award is less than INR 2 Lakh (exclusive of taxes & duties).~~

~~38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner.~~

~~Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.~~

~~38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.~~

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~~38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.~~

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)

39.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Limited, such decision of GAIL (India) Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

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

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

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

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

- 40.4 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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43.3 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.

43.4 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

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

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

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

45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as

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- provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- ~~46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**~~

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

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

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

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

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

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

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

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

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

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

===== X =====

Annexure-I

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

A Definitions:

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

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

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security(CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after execution of contract and during DLP/Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II

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

1.0 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

i) **Preparation of Performance Rating Data Sheet**

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

ii) **Measurement of Performance**

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

iii) **Initiation of Measures:**

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

iv) **Implementation of Corrective Measures:**

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

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

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

- (i) Poor Performance due to reasons other than Quality : **One Year**

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

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

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

- (B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

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

6.3. Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10. ERRANT BIDDER

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

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

11. In case GST department brings to the notice of GGPL that a Party has not paid to the credit of the Government the GST collected from GGPL, then party will be put on holiday for a period of six months after following the due procedure.

GGPL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

GGPL
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING ()**

Note :

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

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

Annexure-III

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

NOT APPLICABLE

ANNEXURE-IV**BIDDING DATA SHEET (BDS)**

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

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : GGPL/KKD/C&P/PMC/2505/04/2017-18/VS
1.1	The Employer/Owner is: Godavari Gas Private Limited,
2.1	The name of the Works/Services to be performed is: Hiring of PMC Services for Laying of Natural Gas Pipelines In East & West Godavari Districts of Andhra Pradesh. GGPL, Rajahmundry.
3	BIDS FROM CONSORTIUM/ JOINT VENTURE NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <i>Godavari Gas Private Limited</i> payable at Rajahmahendravaram, E.G Dist Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: Attention: V. Srinivasulu, DGM (C&P) Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001, East Godavari Dist., Andhra Pradesh, Country: India Email: v.srinivasulu@gail.co.in
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Indemnity Bond
12	Additional Provision for Schedule of Rate/Bid Price are as under: NIL

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently no.
14	The currency of the Bid shall be INR
15	The bid validity period shall be 4 Months from final 'Bid Due Date'.
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Godavari Gas Private Limited payable at Rajahmahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank,
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: <u>Not applicable</u>
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: V.Srinivasulu, DGM (C&P) Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001 East Godavari Dist., Andhra Pradesh Country: India
26	The bid opening shall take place at: Godavari Gas Private Limited Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001, East Godavari Dist., Andhra Pradesh, Country: India Date: 19.09.2017 Time: 15:00 Hrs

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.
33	Compensation for Extended Stay: NOT APPLICABLE
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit : NOT Applicable
40	Whether tendered item is non-split able or not-divisible : NO
41	Provision of AHR Item : Applicable
Clause no. 27.3 of GCC	Bonus for Early Completion: Not applicable

FORMS & FORMAT

LIST OF FORMS & FORMAT

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

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GGPL
Rajahmahendravaram

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-2
BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

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

NOT APPLICABLE

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

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

NOT APPLICABLE

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

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

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:
TENDER NO:

Dear Sir,

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

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

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

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

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

NOT APPLICABLE

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	CGST:.....% SGST:.....% IGST:.....% Total :%
4.1	Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax	Yes/ No In case of Yes, please specify GST) payable by: GGPL:.....% Bidder:.....%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	NOT APPLICABLE
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	NOT APPLICABLE

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

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 :

TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajamahendram

SUB:
TENDER NO:

Dear Sir

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

Place:
Date:

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

F-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas Private Limited
Rajamahendram

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO. : GGPL/KKD/C&P/LCV/2005/03/VS

F-14
CHECK LIST

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

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

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

TENDER NO. : GGPL/KKD/C&P/LCV/2005/03/VS

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO. : GGPL/KKD/C&P/LCV/2005/03/VS

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

F-15

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. Godavari Gas Private Limited

Dear Sir,

This is to certify that M/s (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for GGPL's RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

TENDER NO. : GGPL/KKD/C&P/LCV/2005/03/VS

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

F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



TENDER NO. : GGPL/KKD/C&P/LCV/2005/03/VS

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

~~F-17~~

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

CONSORTIUM/JV AGREEMENT

NOT APPLICABLE

F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Godavari Gas Private Limited
Rajahmahendram

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GGPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Godavari Gas Private Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Godavari Gas Private Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. -----
with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date
bank)

(Signature of authorized officer of

INTEGRITY PACT

**(TO BE INCLUDED IN TENDER WITH ESTIMATED VALUE
MORE THAN RS. 1 CRORE)**

INTRODUCTION:

~~GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.~~

~~Considering the above, the details mentioned at attached Annexure 1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.~~

~~The attached copy of the Integrity Pact at Annexure 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.~~

— ANNEXURE-1

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

~~I — COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”~~

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

~~II — VIOLATIONS & CONSEQUENCES:~~

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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) ~~Shri Anil Kumar (email id: anilk1953@yahoo.com)~~

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

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

~~The Principal intends to award under laid down organizational procedures, contract/s for _____~~

~~The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.~~

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

Section 1 – Commitments of the Principal

- ~~1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-~~
 - ~~i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.~~
 - ~~ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.~~
 - ~~iii) The Principal will exclude from the process all known prejudiced persons.~~

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

Section 2— Commitments and Undertakings by the Bidder/Contractor

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

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

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

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

- ~~1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.~~
- ~~2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.~~
- ~~3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.~~
- ~~4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.~~

Section 4 – Forfeiture of EMD / Security Deposits

- ~~1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.~~
- ~~2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.~~

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- ~~1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~

- ~~2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.~~
- ~~3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.~~
- ~~4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~
- ~~5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.~~
- ~~6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.~~
- ~~7. Monitor shall be entitled to compensation by the Principal.~~
- ~~8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~
- ~~9. The word 'Monitor' would include both singular and plural.~~
- ~~10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent~~

Monitor. Any breach in this regard would be subject to the legal judicial system of India.

- ~~11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.~~
- ~~12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.~~

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

 (Name & Designation) _____ (Name & Designation)
 For the Principal _____ For the Bidder/Contractor

Place _____ Witness 1: _____

Date _____ Witness 2: _____

INDEMNITY BOND

WHEREAS Godavari Gas Private Limited. (hereinafter referred to as “GGPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajamahendravaram – 533103] has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

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

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

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

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

SECTION – IV
SPECIAL CONDITIONS
OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

A) BRIEF SCOPE OF WORK

The brief description of the project is as under:

M/s GGPL has been authorized by PNGRB to Lay, Build and expand CGD networks in East & West Godavari Districts in the State of Andhra Pradesh. In order to source the natural gas for the CGD networks to supply PNG to domestics, commercials & industries and CNG to automobiles, GGPL has planned 5 nos. of tap-off/ hook ups from GAIL pipeline network. At present 5 nos. of pipeline networks from different locations of GAIL pipeline terminals to the outskirts of Cities/Towns in the East & West Godavari districts have been planned. PMC shall be required for these 5 nos. of pipeline networks planned in the Districts of East & West Godavari.

The Pipelines to be executed are:

1. Pipeline Size : 10” dia, length around 8 KM –from Jegurupadu to Morampadu
2. Pipeline Size: 8” dia, length around 7 KM –from Koppaka to Eluru
3. Pipeline size: 8” dia, Length around 7 KM –from Oduru to RC Puram
4. Pipeline size: 8” dia, Length around 5 KM –from Tadipalli to Tadepalligudem
5. Pipeline size: 8” dia, Length around 4 KM-from Venda to Bhimavaram

The scope of services under the current project is as per the tender document but not limited to the following:

The Project Management Consultant (PMC) is being appointed for executing the project right from Design to Commissioning & Project Close-out on total and single point responsibility basis. This section is to be read in conjunction with Scope of Project of tender document. The PMC Project Manager will be the “Engineer-In charge” for the said Project. The scope of work of the

PMC is broadly defined under the following heads but not limited to:

- i) Design & Detail Engineering, including review of Project Feasibility Report and other technical document related to the job.
- ii) Planning & Scheduling
- iii) Tendering & Ordering including Purchase of all equipment and materials, Customs Clearance and Transportation of materials/equipments to site etc. The consultant has to follow GGPL’s C&P Procedure for all purchases.
- iv) Inspection/Expediting of equipment/Materials being manufactured by vendors including contractors supplied items.
- v) Management of Construction Stores and Stores Accounting.

- vi) Construction Management & Supervision
- vii) Project Commissioning.
- viii) Project Cost Control, Management & Monitoring.
- ix) Risk Management of the project along with the detailed Risk analysis. The Risk Management Plan (RMP) & disaster management plan (DMP) is also to be prepared by the consultant in consultation with the District Authorities.
- x) Health & Safety Management
- xi) Project closeout

PAYMENT TERMS

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in GCC, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in "GCC", the meaning ascribed to such term hereunder shall prevail:

- **Definitions**

1.1

"Bid / Tender Documents" shall mean documents issued to the bidder pursuant to Invitation for Bids (IFB) and listed in Instructions to Bidder (ITB).

"Effective Date" shall mean the date on which Contractor's obligations shall commence and that shall be date of Fax of Acceptance (FOA).

- **Interpretations / Amendments from GCC:**

Where any portion of the GCC is repugnant to or at variance with any provisions of the tender/other sections, then, unless a different intention appears, the provisions of the tender/other sections shall be deemed to govern the provisions of the GCC and provisions specified in the tender/other sections shall prevail to the extent of such repugnancy, or variations exist.

In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

All headings, subtitles and marginal notes to the clauses of the GCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they

shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

Prices shall be as per the SOR. Statutory variation in GST, if any, within the contractual completion period shall be borne by GGPL. However, any increase in service tax beyond the contractual completion period shall be borne by PMC. Any decrease in the rate of taxes and duties shall be passed on to the GGPL. No variation in taxes duties or levies other than GST shall be payable.

1.1.1

2.0 TERMS AND MODE OF PAYMENT

The terms and mode of payment shall be as per details given below:

All the relevant clauses of GCC, ITB & SCC shall be applicable.

- i. Payment shall start only after signing of Contact Agreement as per Tender document & receipt of contract cum performance Bank Guarantee
- ii. Payments shall be based on successful completion of milestone activities, as per the % amount of lump sum value quoted by the PMC for item no I(a), I(b), I(c), I(d) & I(e) of SOR. The details of milestone are given at clause 2.2 of this section.
- iii. Payment for item no II(a) & II(b) of SOR shall be as follows:

S. No	Description	% Payment
1	On monthly basis as per deployment of manpower on actual basis duly certified by EIC	90%
2	Submission of duly certified all Project documents of construction through vendors/ contractors	5%
3	After close out of Project on completion of job in all respects	<u>5%</u>

- iv. Payment shall be made through RTGS/NEFT. PMC shall raise monthly invoices for the milestones achieved during the billing period with required documentation. PMC shall submit Cenvatable invoice to enable GGPL to avail Cenvat Credit.
- v. In case any milestone is not applicable, or not executable, or milestones are clubbed, Payment would be effected with suitable clubbing / substitution with the approval of GGPL.
- vi. In case any milestone is not achieved, payment for the same shall not be made.
- vii. The PMC shall be responsible to submit the invoices to the “Engineer-in-charge” and retain a copy of receipt on submission. GGPL shall endeavour to release payments within 15 days for the bills raised by the PMC through NEFT/RTGS.
- viii. Payment shall be made to the bank account bearing the name of PMC on whom work order has been placed by GGPL.

ix. "Close out of Project" in milestone above refers to:
Mechanical completion of the project, subsequent commissioning of all facilities installed, closure of all purchase orders, work orders, contracts, submission of all As built drawings, operating manuals, documents etc. from vendors/ contractors to GGPL, and receipt of all unused material from contractors and return to GGPL after due material reconciliation, recommending penalties, recoveries if any for shortage, damages in goods, submission of vendor/ contractor performance evaluation and submission of Project Close Out Report including capitalization etc. except for the assistance for arbitration cases if any as referred elsewhere in the tender.

x. Paying Authority:

The Paying Authority shall be
Engineer In Charge ,
Godavari Gas Private Limited,
2nd Floor, ParisramaBhavan,
Basheer Bagh, Hyderabad-500004

2.1 DEDUCTION AT SOURCE:

GGPL shall release the payment to PMC after effecting deductions as per applicable law in force.

GGPL shall release payments to PMC after adjusting all dues to the GGPL payable by PMC under the Contract.

2.2 MILESTONE LIST FOR RELEASE OF PAYMENT FOR EACH PIPELINE

Sl.	Description	% Payment	% Cumulative Payment
A	Planning & Scheduling	1	1
	1. Finalization of Level-3 Internal Schedule. 2. Finalization and Submission of List of Milestones for Monitoring 3. Finalization of Project Execution Plan/ Methodology 4. Finalization of WBS structure 5. Submission of Organogram for Project Office & Construction site along with deployment of manpower		
B	Engineering	10	11
	6. Finalization of Design Basis along with Submission of Final Document & review of DFR 7. Finalization of Process P&IDs along with Submission of Final Document 8. Completion of HAZOP Study along with Submission of Final P&IDs & HAZOP Closure report 9. Submission of requisite documents/ drawings for statutory clearances/PESO Clearances etc.		

Sl.	Description	% Payment	% Cumulative Payment
	10. Finalization of Tender Document for Bare Line Pipes/Coated Pipes & Mainline valves 11. Finalization of Tender Document for Coating, transportation & dumpsite maintenance of coated pipes, if required separately 12. Finalization of Tender Document for metering skids/IJs/CGS/Odourization unit 13. Finalization of Tender Document for Pipe Laying & Composite works 14. Finalization of Tender Document for CP System, Telecom & SCADA System		
C	Tendering	9	20
	15. Floating tender for Procurement of bare Line Pipes/Coated line pipes & Main line valves/Insulation joints/CGS/MRS 16. Floating tender for coating, transportation & dumpsite maintenance of coated pipes, if required separately 17. Floating tender for procurement of metering skids / IJ/CGS/Odourization unit etc. 18. Floating tender for Pipe Laying & Composite works and for CP System, Telecom/SCADA System 19. Submission of PBO recommendations and approval for Procurement of bare Line Pipes & main line valves, for Procurement of Coating, transportation & dumpsite maintenance of coated pipes, for metering skids/ IJ/CGS/Odourizing unit 20. Submission of PBO recommendations and approval for Pipe Laying & Composite works, CP System, Telecom / SCADA System		
D	Ordering	10	30
	21. Submission of Award/ Order Placement recommendations and approval for Procurement of bare Line Pipes & main line valves, for Coating, transportation & dumpsite maintenance of coated pipes, for metering skids / IJ/CGS/Odourizing unit 22. Submission of Award/ Order Placement recommendations and approval for Pipe Laying & Composite works 23. Submission of Award/ Order Placement recommendations and approval for CP System 24. Submission of Award/ Order Placement recommendations and approval for Telecom System 25. Submission of Draft LOA, & placement of Order for Procurement of bare Line Pipes & main line valves, for Coating, Transportation, dumpsite maintenance of coated pipes, for metering skids / IJ/CGS/Odourizing unit, for Pipe Laying & Composite works 26. Submission of Draft LOA, & placement of Order for CP System, for Telecom / SCADA System		

Sl.	Description	% Payment	% Cumulative Payment
E	Inspection, Expediting, Manufacturing & Delivery	15	45
	27. Approval of Drawings / Documents for commencement of manufacturing for bare Line pipes & main line valves 28. Approval of Drawings / Documents for commencement for Coating, transportation & dumpsite maintenance of coated pipes 29. Approval of Drawings / Documents for Pipe laying & Composite works 30. Approval of Drawings / Documents related to Telecom / SCADA System for commencement of manufacturing. 31. Approval of Drawings / Documents related to metering skids/ IJ 32. Approval of Drawings / Documents for CP System 33. 100% Delivery complete at designated dumpsite / construction site store for line pipes, metering skids / IJs/CGSs/Odourizing units/valves/station pipings etc. 34. Delivery, installation & commissioning complete for Telecom / SCADA System 35. Delivery, installation & commissioning complete for CP System		
F	Construction	25	70
	36. Complete Mobilization of Consultant Manpower at Site as per requirement & Submission of Organogram 37. Submission of Mechanical Completion certificate and hydro-testing 38. EGP, compliance to audit points and pipeline certification for commissioning.		
G	Commissioning	25	95
	39. Commissioning & Gas In for Pipeline System and submission of Commissioning certificate 40. Submission of duly certified all Project documents of construction through vendors/ contractors 41. Accurate Cost Estimate for all Purchase orders and Work orders 42. Submission of all PO Closure statements 43. Submission of all WO closure statements 44. Acceptance of all PO Closure Statements prepared by Consultant 45. Acceptance of all WO Closure Statements prepared by Consultant 46. Submission of Performance Cards of all vendors 47. Submission of Performance Cards of all contractors 48. Reconciliation and preparation of list of surplus material including separate details for generation of Surplus material beyond 3 %. 49. Handover of complete Material to GGPL as per reconciliation statement		

Sl.	Description	% Payment	% Cumulative Payment
H	Project-Close out	5	100
74	Project Closeout and submission of project Closure Report		
	Total	100	100

Note:

- (i) In case any package is included in the composite construction tender then milestone for that package shall be released with the particular milestone of composite tender.
- (ii) Compliance of clause pertaining to store& material management of Scope of services is to be ensured by PMC. Payment shall become due after preparation of GRVs/SIVs.

3.0 PERFORMANCE EVALUATION

The performance of Consultant on whom the award is placed shall be evaluated right from submission of bid till the final completion, as per the enclosed respective Formats in the tender.

4.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, and other conditions mentioned in Scope of services, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a. Letter of Award / Contract Agreement
- b. Fax / Letter of acceptance
- c. Scope of Services
- d. Instruction to Bidders
- e. General Conditions of Contract.

SECTION-1

**SCOPE OF SERVICES FOR PROJECT MANAGEMENT
CONSULTANCY FOR NATURAL GAS SOURCING PIPELINES FOR
CGD PROJECTS**

❖	Project Description	Part – 1
❖	Consultant's Scope of Work 1.0 Introduction 2.0 General Scope 3.0 Engineering 3.1 Process Design 3.2 Pipeline / Piping 3.3 Electrical 3.4 Mechanical 3.5 Telecom 3.6 Instrumentation 3.7 General Civil 3.8 Architectural 3.9 Structural 3.10 SCADA 3.11 Safety 4.0 Procurement Services 4.1 Purchase 4.2 Manufacturing, Inspection & Expediting 4.3 FAT/ SAT 4.4 Customs clearance and transportation 4.5 Contracting 4.6 Cost Engineering 5.0 Construction 5.1 Construction Management 5.2 Store and Material Management 5.3 As-built documents 6.0 Project Management & Control 6.1 Planning and scheduling 6.2 Project Management 6.3 Project Monitoring and control 7.0 Pre-commissioning/Commissioning, Startup and Performance Tests 7.1 Mechanical completion/ pre commissioning 7.2 Internal and external auditing 7.3 Commissioning and startup 8.0 Project Documents / Completion / Close-out Report 9.0 Profile of Consultant Manpower	Part – 2

	10.0 Project Execution Methodology 10.1 Methodology 10.2 Procurement / work packages 10.3 Execution Plan 10.4 Quality Assurance 10.5 Design standards 11.0 Exclusions from Consultant's scope 12.0 Addition, Reduction in scope and Re-tendering 13.0 Other Conditions 14.0 Key result areas and recoveries Appendix -A Appendix-B	
❖	Health, Safety & Environmental Requirement	Part - 3
❖	PMC Deliverables	Part - 4
❖	Time Schedule	Part - 5
❖	Annexure	Part - 6
❖	Annexure-1(a) to 1 (c) : Cost Estimate Forms	
❖	Annexure-2 (a) to 2 (b) & attachment 1, 1 (a) to 1(d): Format for Capitalization	
❖	Annexure-3 : Format of Bio-Data	

PART:1**Project Description****1.1 INTRODUCTION**

The consortium of APGDC (A JV Company of GAIL & Govt. of Andhra Pradesh) and HPCL has got authorization from PNGRB to develop, build, operate & extend City Gas Distribution (CGD) Networks in East & West Godavari Districts in the State of Andhra Pradesh to supply piped natural gas (PNG) to domestics, commercial & industrial establishments and Compressed Natural Gas (CNG) to automobiles/Vehicles.

The consortium now has been formed as a JV Company of APGDC & HPCL, called M/s Godavari Gas Pvt. Ltd (GGPL). GGPL has now taken up Projects of establishing Pipeline networks like cross country pipelines up to the City's Outskirts from the gas sources/terminals of GAIL pipelines for sourcing natural gas to CGD networks.

The pipelines from GAIL pipelines terminals/tap-off to City Gate Stations (CGS) which are being installed at Cities/Towns outskirts shall feed natural gas to the proposed CGD/MDPE networks and CNG stations within the Cities/towns to supply gas to PNG domestic connections, commercials & industries and CNG to automobiles.

The natural gas tapped off from GAIL pipelines shall be fed to CGD networks via CGS and to online CNG Stations and CGD networks. GGPL has planned for 5 nos. of tap-offs from GAIL's pipelines/terminals situated at Jegurupadu, Oduru/Mandapet in East Godavari District and at Koppaka, Tadepalli & Vendra in West Godavari Districts.

GGPL proposes to lay the pipelines from GAIL terminals situated at various locations as mentioned above to the outskirts of Rajahmundry, Ramachandrapuram & Mandapet in EG District and Eluru, Tadepalligudem and Bhimavaram in WG District to feed natural gas to PNG networks, industries & CNG stations. The terrain is mostly cultivable land. Route map and schematic drawings of route surveys carried out shall be provided by GGPL.

Site information along with the route survey drawings shall be provided.

1.2 THE SCOPE OF THE PROJECT IS AS FOLLOW:

1. Laying of 10" dia, app. 08 Km length pipeline from GAIL Pipeline terminal/tap-off at Jegurupadu to the outskirts of Rajahmundry (Morumpadu or any location near the Rajahmundry) in East Godavari District. The details of route survey carried out shall be provided by GGPL i.e. up to CGS being established by the other our Engineering Consultant. Pig launcher & receiver etc. facilities shall be designed & established wherever required in order to ensure compliance of PNGRB regulations. Future tap-offs/SVs if required shall also be designed.

2. Laying of 8” dia, app. 7 KM length pipeline from GAIL pipeline terminal/tap-off at SV-6, Koppaka to the outskirts of Eluru. The details of route survey carried out shall be provided by GGPL, i.e. up to CGS being established by the other our Engineering Consultant in West Godavari District. All necessary facilities like pig launcher, receiver etc shall be designed & established in order to comply all kind of PNGRB regulations, wherever required.
3. Laying of 8” dia app 7 KM length pipeline from GAIL pipeline terminal at Oduru to the outskirts of Ramachandrapuram or Oduru/Mandapet in East Godavari District. The details of the route survey carried out shall be provided by GGPL i.e. up to CGS being established by the other our Engineering Consultant. Future tap-offs/SVs are to be established wherever envisaged. All necessary arrangements like pig launcher, receiver etc. shall be designed & established in order to comply all kind of PNGRB regulations, wherever required.
4. Laying of 8” dia, app 5 KM length pipeline from GAIL pipeline terminal at SV-4, Tadepalli to outskirts of Tadepalligudem in West Godavari District. The details of the route survey carried out shall be provided by GGPL. CGS/Odourization unit shall be designed & established at outskirts of Tadepalligudem. All necessary arrangements like pig launcher, receiver etc. shall be designed & established in order to comply all kind of PNGRB regulations, wherever required. Future tap-offs/SVs are to be established wherever envisaged.
5. Laying of 8” dia, app 4 KM length pipeline from GAIL pipeline terminal at Vendra to outskirts of Bhimavaram in West Godavari District. The details of the route survey carried out shall be provided GGPL. CGS/Odourization unit shall be designed & established at outskirts of Tadepalligudem. All necessary arrangements like pig launcher, receiver etc. shall be designed & established in order to comply all kind of PNGRB regulations, wherever required. Future tap-offs/SVs are to be established wherever envisaged.

Details of pre-feasibility reports shall be made available to successful bidder, in case required.

The locations of pipeline entry/Tap-off point & CGS mentioned in the above may vary to some extent based on the acquired suitable land locations. Hence the lengths of pipelines mentioned is tentative may vary depend on the location of Lands acquired for CGS(S) since the process of lands acquisition is in progress presently. The line of items in SOR-II may be deleted or added same type of other item in place of deleted item.

1.3. SALIENT DETAILS

1.3.1 PIPELINES

Laying and installation of all pipelines mentioned at clause no 1.2 and its associated facilities.

- (i) The scraper Launcher, Receiver and associated facilities would be provided at suitable distances/locations to facilitate all kinds of Pigging including intelligent pigging.
- (ii) The pipeline shall be protected by 3-Layer PE external coating. Permanent (Impressed Current system) cathodic protection shall be designed and installed simultaneously with the laying of pipeline.
- (iii) The Sectionalizing Valve (SV) stations would be provided in accordance with the requirements of the code such as ASME B 31.8 etc in order to sectionalize various sections of the pipeline. These valves shall be full bore Ball valves with stem extension, remote actuated, as per requirement and manufactured in accordance with API 6D or equivalent code.
- (iv) The Insulating Joints would be provided at transition point of above ground and underground portion of the pipeline for electrical isolation.
- (v) An Optical Fiber Cable inside the conduit /duct shall be laid along the Pipeline route at a safe distance from Pipeline in the common trench.
- (vi) All pipelines and associated systems would be designed, constructed and tested as per latest edition of ASME B31.8, and other relevant applicable codes like PNGRB T4S, API 1104, OISD-STD 141 etc.

1.4 DISPATCH TERMINAL/RECIPT TERMINALS/CITY GATE STATIONS/TAP-OFF HOOK UP JOBS

Gas dispatch terminals/City Gate Stations/gas receipt terminals/tap-off hook ups at GAIL's terminal details shall be provided by GGPL.

1.5. TAP OFF

Tap-off/hook up shall be provided for supply / sourcing of Natural Gas to/from the nearby GAIL pipeline terminals/SVs or from other sources of gas if any decided during the period of processing. Apart from these, Tap offs shall also be provided at SV/IP stations as per requirement in order to cater requirement of gas for CGD within the various cities.

1.6 SV/IP STATIONS

SV/IP stations may be designed in the above pipelines as per the requirement and as per the regulations & prevailing standard

1.7 RECEIPT TERMINAL

Gas receipt terminal shall be broadly provided with the following:

- (i) Pig receiving arrangement, wherever required
- (ii) Filtering and Pressure reduction, if and wherever required
- (iii) Tap-off for nearby Consumers
- (iv) Gas Chromatographs where ever required
- (v) Metering facilities

1.8 TELECOMMUNICATION AND SCADA

A state of the art Telecommunication system of required capacity should be installed for smooth operation of pipeline. The work involve following, but not limited to:

Procurement of OFC, Duct, FTC accessories and OFC laying/testing / commissioning, supply and installation of FTC, hop testing, etc. which will be part of composite works for pipeline laying.

An RTU based state of the art SCADA system will be installed. SCADA will have provision to connect to other pipelines namely GAIL& others, if any.

However, the actual pipeline system shall be designed by the PMC during detailed engineering stage.

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

GGPL intends to implement the above pipelines at five locations for sourcing natural gas to CGD & CNG Projects in the Rajahmundry, Ramachandrapuram, Eluru, Tadepalligudem, Bhimavaram from GAIL pipeline tap-offs at Jegurupadu, Oduru, Koppaka, Tadepalli and Vendra. The Project Management Consultant (PMC) is being appointed for executing the project right from Design to Commissioning & project close out on total and single point responsibility basis. These pipeline sections (5 nos. of pipeline networks) are to be read in conjunction with part I (Scope of Project). The PMC will be the "Engineer-In charge" for the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

- a. Design & Detail Engineering including review of project feasibility report and other technical documents (survey report etc.) related to the job.
- b. HAZOP study, EIA Study, QRA Study and others studies if any which required for taking clearances from regulatory bodies like PNRB, PESO, MOPNG, MOEF, PCB, NHAI, Factory Directorate, CEA and Permissions from State & District administration.
- c. Planning of detailed activities & Scheduling
- d. Tendering & ordering of line pipe, all major equipment and any other material as required for completion of the project, Customs Clearance and Transportation of material/ equipment to site, storage at site, handing over to contractors at site etc. PMC has to follow GGPL's C&P Procedure for all purchases.
- e. Tendering and awarding of EPC Contractor for packages such as Pipeline laying, CP works, electrical, Telecom and SCADA works etc.
- f. Inspection/ Expediting of equipment/Material being manufactured by vendor / contractors supplied items including FAT and SAT.
- g. Arrangement & Management of Construction Stores, store Accounting of materials and assistance for capitalization of the project
- h. Construction Management & Supervision
- i. Pre-commissioning and Commissioning of Pipeline system
- j. Project Cost Control, Management & Monitoring
- k. Project Information Management and MIS

- l. Risk Management of the project along with the detailed Risk analysis (Qualitative as well as Quantitative). The Risk Management Plan (RMP) & Disaster Management Plan (DMP)/ERDMP/SOPs/Work Instructions shall be prepared by PMC.
- m. Health & Safety Management
- n. Certification and forwarding the supplier's/ contractor's bills to GGPL within the stipulated time.
- o. Project closeout including closing of Purchase orders and contracts

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

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

PMC Scope of services shall be, but not limited to, as follow:

- i. Review the existing PFR/DFR inputs including technical & commercial aspects like technology, line sizing, pipeline configuration, costs etc.
- ii. Revalidation/review of the PFR cost at various stages of project execution.
- iii. Basic Engineering & Hydraulic Study.
- iv. Preparation of drawings and PFDs/P&IDs, Material Requisitions and Project Document Index.
- v. Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, for optimizing the sizing and selection of the equipment and specification of material.
- vi. Identify all the interface points/battery limits and incorporate them in relevant drawings and documents.
- vii. PMC shall provide all technical documents / liaisoning assistance with statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest authorities, railways, irrigation, National/ State highways, CCOE (Chief Controller of Explosives) for obtaining various statutory permissions.
- viii. Prepare overall design basis.
- ix. Preparation of Material Take-offs (MTO) and Material Requisition (MR)
 - x. Preparation of item wise cost estimate for each Material Requisition and tenders.
 - xi. Forwarding recommendations as per Checklist.
 - xii. Preparation of tender documents, invite bids, evaluation of un-priced/ price bid, recommendation for award of job as per GGPL's C&P procedure and assistance during negotiations, if situation arises.

- xiii. Preparation of letter of intent, work orders/purchase orders, contract documents/ agreements, purchase requisition (PR).
- xiv. Review and approval of design/drawings/ documents for manufacturing or construction submitted by vendors/ contractors/ suppliers.
- xv. Quality Assurance and Quality control
- xvi. Construction supervision including certification of contractor's bills.
- xvii. Review and approval of 'As Built Documents/Drawings'.
- xviii. Complete assistance in Lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical & coordination works for lodging of insurance claims and assistance in realization of these claims from the insurance agencies. However taking of insurance policies and payment of its premium would be in the scope of GGPL.
- xix. During construction, PMC shall maintain all records of RoU obstruction/ hindrances with due justifications.
- xx. **Performance of Vendors/ Contractors**
 - a. Carry out the vendor performance evaluation of vendors/contractors.
 - b. Along the order/contract closing statements, PMC shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the PMC.

3.0 ENGINEERING

3.1 PROCESS DESIGN

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

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

3.2 PIPELINE / PIPING (Specification) for all pipeline laying/ civil/ mechanical and related works).

- i. Preparation of Design basis
- ii. Prepare all the pipeline/piping drawings required for construction, including alignment sheets, Crossings along the pipeline route
- iii. Prepare specifications for line pipe, line materials, and terminal materials.

- iv. Prepare tender specifications for line pipe, coating and transportation
- v. Prepare composite tender for pipeline laying & terminals construction including HDD crossings, if any.
- vi. Prepare equipment layouts.
- vii. Prepare General Arrangement Drawings.
- viii. Seismic analysis
- ix. Perform pipeline stress analysis to determine the system flexibility.
- x. Carryout piping stress and flexibility analysis for the station piping.
- xi. Prepare material requisitions and purchase requisitions.
- xii. Review vendor/contractors documents.

3.3 ELECTRICAL

- i. Prepare design basis
- ii. Prepare electrical load details for dispatch/receiving terminals /intermediate tap-off and CP/SV/Intermediate pigging stations (as applicable).
- iii. Selection / recommendation of suitable power sources at CP/SV/IP stations (as applicable).
- iv. Review soil resistivity reports prepared by the contractors.
- v. Prepare specifications for cathodic protection system, both TCP & PCP.
- vi. Prepare data sheets and material take-off.
- vii. Prepare material requisitions and purchase requisitions.
- viii. Prepare tender specifications for electrical and CP works.
- ix. Review vendor/contractors documents.
- x. Prepare the electrical drawings for construction including single line drawings and other required drawings for licenses from the authorities
- xi. Prepare area classification drawing.

3.4 MECHANICAL

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

3.5 TELECOM

- (i) Prepare design basis including requirement of existing and proposed telecom system based on site visit if required.
- (ii) Prepare material requisitions and purchase requisitions.
- (iii) Prepare tender specifications for telecom work.
- (iv) Review vendor /contractors document.
- (v) Prepare Telecom / SCADA interface drawings/document.
- (vi) Review and approve all engineering and FAT documents.
- (vii) Prepare FAT/SAT procedure

- (viii) Carry out Factory Acceptance testing.
- (ix) Carry out site acceptance testing
- (x) Trail Run of the system.
- (xi) Overall package supervision and commissioning of telecom system and integration

3.6 INSTRUMENTATION

- i. Prepare P&IDs and control philosophy for SCADA compatibility
- ii. Prepare design basis.
- iii. Finalize instrument data sheets and prepare material take-off.
- iv. Prepare matching Instrumentation and SCADA philosophy.
- v. Prepare system specifications, material requisitions and purchase Requisitions.
- vi. Prepare FAT and SAT test plans and procedure documents.
- vii. Prepare the drawings required for construction.
- viii. Provide assistance during integration and commissioning of SCADA, if required.
- ix. Prepare Instrumentation & SCADA interface drawings/ documents.

3.7 GENERAL CIVIL

- i. Review of soil investigation reports prepared by contractors
- ii. Preparation of specifications for geo-technical survey and carryout survey through contractor if required.
- iii. Prepare the design basis including requirements for fire fighting and safety aspects.
- iv. Prepare plot plans including Layouts for dispatch / receiving terminals, SV /IP stations (as applicable).
- v. Prepare area drawings.
- vi. Prepare material requisitions and purchase requisitions.
- vii. Prepare material take-off.
- viii. Prepare tender specifications for general civil works.
- ix. Review vendor/contractors documents.
- x. Prepare & issue drawings required for construction including foundation drawings.
- xi. All Civil works related with Intermediate Pigging stations (IP)/ Cathodic Protection Stations (CP), Dispatch / Receiving stations and Sectionalizing Valve Stations (SV).
- xii. All the civil construction works related to IP/ CP/ SV / dispatch/ receipt stations (as applicable) are to be included by the PMC in the work package of composite pipeline laying contract.

3.8 ARCHITECTURE

- i. Prepare architectural drawings if required.
- ii. Prepare material take-off.
- iii. Prepare tender specifications.
- iv. Overall plot plan of the SV/ IP/ CP/ Dispatch/Receipt Stations (as applicable).
- v. Architectural drawings for various buildings at CP/IP/SV/Dispatch /Receipt Stations (as applicable)

- vi. Site grading plan and layout of roads/storm water disposal/sewage disposal at above locations,
- vii. Fire-fighting facilities at dispatch/ receipt stations and other locations, as required.
- viii. Detailed technical specifications for equipment foundations, roads, drains, compounds wall etc.
- ix. MTO and MR for all items.

3.9 STRUCTURAL

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

3.10 SCADA

- i. Prepare design basis
- ii. Prepare Technical specification and drawings
- iii. Prepare material requisitions and purchase requisitions
- iv. Review and approve of all engineering / FAT documents
- v. Carryout SCADA Project Management activities
- vi. Carry out Factory Acceptance testing
- vii. Prepare Cable Schedule and termination drawing for SCADA
- viii. Carryout Site Acceptance testing
- ix. Commissioning Co-ordination with instrumentation, civil, composite work, electrical, CP & telecom system vendors for overall SCADA requirement.

3.11 SAFETY:

- i. PMC will be responsible for carrying out HAZOP study during detail engineering, construction & commissioning and ensure that all design changes required to be incorporated during construction have been taken care.
- ii. PMC will be responsible for preparing the Disaster Management Plan, Onsite and Offsite Emergency Action Plan, Safety Manual, Environmental Protection Measures and submit the same to GGPL before commencement of commissioning of the pipeline system.
- iii. PMC is required to provide information for safety pamphlets, Do's & Don'ts etc., required to be distributed to statutory authorities, villagers and display at construction sites during construction.
- iv. PMC is required to provide information for display of safety board / posters for placing them during construction and operational phase of pipeline.
- v. Details for Health, Safety and Environmental Requirements are also enclosed at Part-3, for reference and adherence.
- vi. PMC will be responsible for execution of works by following all safety measures and ensure no deviation is taken in adopting safety standards, at any cost during construction.

4 PROCUREMENT SERVICES

4.1 PURCHASE

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

- (i) Preparing and floating tender inquiries (in newspapers / GGPL website, PMC website etc.) as per the latest guide lines including formulation of Bid evaluation criteria. All tenders are required to be published on APGDC/GGPL/PMC web sites.
- (ii) Issue ICB/ domestic enquiries to the bidders as the case may be.
- (iii) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in-line with GGPL’s procedures.
- (iv) Consultant shall make efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material requisitions/tenders to ensure proper competition. However, for exceptional cases where this is not possible, consultant will provide appropriate reasoning / justification for not ensuring the same.
- (v) Prepare draft Purchase Order/Work Order for issuance by GGPL.
- (vi) Prepare purchase status reports and Monitor procurement progress.
- (vii) Approval of supplier Drawings / Engineering details/ Designs in time.
- (viii) Ensuring proper transportation, logistics and material management.
- (ix) Master Vendor List.: A master vendor list is to be prepared for supply of all material and equipment, and for contracts. This list shall be based on consultant’s experience with Domestic and International vendors. Efforts will be made to include as many Domestic vendors as possible. Vendors on holiday list of GAIL/ Consultant during tendering shall not be considered.
- (x) Warranties and Guarantees: PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the GGPL and will take all steps to ensure that such warranties and guarantees are enforced. (Same shall be within the framework of GGPL’s C&P procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.
- (xi) Enquiries: The PMC shall assign a central procurement team to manage and conduct the purchase of all equipment and material. Enquiry activities shall be controlled by PMC. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to GGPL for approval.
- (xii) Press Advertisement fee expenses would be GGPL account. Proceeds of tender fees shall be forwarded to the GGPL by the PMC.
- (xiii) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering shall be prepared by PMC and submitted to GGPL at the start of contract and shall be maintained so as to achieve timely completion of the project as per targeted completion schedule.

- The same will be highlighted in the Execution Plan to be submitted by PMC.
- (xiv) Custom clearance and transportation of material / equipment is included in scope of the PMC. GGPL shall pay the customs duty. However the clearing, forwarding & transportation of the material/equipment shall be carried out through GGPL approved/engaged agency and costs of same shall be reimbursed by GGPL as per actual.
 - (xv) Material/ Purchase Requisitions (MR / PR) are to be processed through proper materials management system.
 - (xvi) Consultant shall prepare MR in such way that surplus generation is bare minimum. Milestone for this shall become payable if the surplus generation, as part of the total procurement cost is 3% or less.
 - (xvii) PMC shall forward the bills to GGPL, duly verified and certified by the Engineer-in-charge for payment, within the stipulated time from the date of receipt.

4.2 MANUFACTURING, INSPECTION & EXPEDITING

- (i) Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within 2 (Two) weeks of the submission of document by vendor / contractor. The PMC should expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- (ii) Establish vendors manufacturing and delivery schedules.
- (iii) Expedite vendors for timely action on sub-contracted items.
- (iv) Qualify and approve vendor's procedures in time for manufacturing.
- (v) Carryout Material identification and marking.
- (vi) Carryout inspection of all items directly Purchased by PMC /GGPL. Carry out Inspection of bought out items of contractor supply, as specified elsewhere in the tender.
- (vii) All charges for domestic inspections / expediting is in the scope of the PMC
- (viii) Carry out Inspection of items proposed to be used from other stores.
- (ix) Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- (x) Carryout inspection of the items procured through the contractors by professionals of concerned discipline/system from consultant's manpower
- (xi) Witness performance/acceptance tests as applicable.
- (xii) The PMC should ensure the compliance of the requirements of 3.2 certification.
- (xiii) Expediting the deliveries of material/ equipment.
- (xiv) Prepare periodic inspection and expediting reports.
- (xv) The following shall be applicable for Inspection / tour outside India subject to approval of GGPL:
 - a) Stage inspection shall be carried out selectively based on purchase requisition.
 - b) For critical/major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical/minor equipment and bulk materials acceptance shall be on the basis of review of relevant test certificates/actual inspection as decided by the inspector in consultation with GGPL

(Critical/ major items may include Line pipes, sectionalizing valves, Ultrasonic flow meters etc.).

- c) Return air fare in economy class shall be reimbursed at actual against submission of proof. Any Man-hour / man-day rate shall not be paid and the same shall be included in the quoted price.
- d) For GGPL, PMC is wholly and fully responsible for all inspection during manufacturing and construction for which PMC shall issue necessary certificates.
- e) For Tour with in India, no amount is payable separately by GGPL under any heads and shall be included in the lump sum price only.
- (xvi) PMC shall certify FAT and SAT of various procurement items.
- (xvii) All activities pertaining to Inspection at vendors & contractors works sites shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note".
- (xviii) The Inspection and test plans (ITP) for material and construction site activities shall be developed by the PMC and got approved from the GGPL. PMC shall deploy at least 1 Inspector per shift per Pipe Mill and 1 Inspector per shift Per Coating Plant.

4.3 FACTORY ACCEPTANCE TESTS/ SITE ACCEPTANCE TESTS:

a) FACTORY ACCEPTANCE TESTS:

PMC shall witness & certify the Factory Acceptance Tests in the premises of contractor for Telecom, SCADA & APPS, Instrumentation system, CP system etc. which shall be carried out by the respective contractors. GGPL may depute its representative along with PMC personnel.

b) SITE ACCEPTANCE TESTS:

Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & APPS, Instrumentation system, CP system etc. and the same shall be witnessed & certified by PMC at site in the presence of GGPL's Representative

4.4 CUSTOM CLEARANCE AND TRANSPORTATION

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

4.5 CONTRACTING

The PMC will be responsible for preparing the Tender documents for all the Work Orders. The tender documents shall incorporate the standardized "General Conditions of Contract" and "Instruction to Bidders". The tendering shall be done strictly as per GGPL's "Contracts and Procurement Procedure" and Notification / guidelines being issued by Ministry, Government of India,

Central Vigilance Commission etc. from time to time. The envisaged activities include:

- (i) Preparing and floating tender inquiries (in newspapers / GGPL website, PMC website etc.) as per the latest guide lines.
- (ii) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works for approval of the GGPL
- (iii) Prepare Tender documents for all works
- (iv) Release of NIT for publication/Issue Enquiries to the contractors.
- (v) Carryout technical and commercial evaluation of bids and prepare recommendation for approval of GGPL.
- (vi) Prepare FOA/Work Order.
- (vii) Prepare contract documents.
- (viii) Prepare tendering status report.
- (ix) Press Advertisement fee expenses would be GGPL account. Proceeds of tender fees shall be forwarded to the GGPL by the PMC

4.6 COST ENGINEERING

- (i) Prepare periodic cost status reports (monthly).
- (ii) Prepare MR and detail cost estimates for bid comparison purposes
- (iii) Preparation of accurate estimates in time (based on past data/ DSR / CPWD basis/ local state Schedule of Rate / Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. GGPL lays strong emphasis on accuracy of cost estimates and price difference beyond (+/-) 10% calls for analysis. In case of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC.
- (iv) In case of the deviation between cost estimate provided by the PMC at the time of bid submission and the actual L1 price being more than (+/-) 15%, then recovery shall be effected from the PMC's payment as below:

Let the actual awarded cost of a particular package = x

Let the total awarded cost of all the packages in the project = X

Therefore recovery for a package, where the cost estimate deviation is more than (+/-) 15% deviation is given by:

$$(x / X) * (1\% \text{ of awarded PMC cost})$$

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

- (v) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.
- (vi) Format for reporting cost estimates is placed at Part-6 (Annexure-1)

5.0 CONSTRUCTION

5.1 CONSTRUCTION MANAGEMENT

- (i) PMC shall execute 5nos of pipeline networks.
The manpower is required to be deployed for each Pipeline. For timely completion of the work, it may be required to deploy manpower separately at a time to the above pipeline networks and shall be managed within the deployed manpower for each pipeline network. However, the requirement for additional manpower, if any for extra opening shall be finalized in consultation with GGPL and be paid as per the Man-month rates quoted by PMC.
- (ii) Providing specialized guidance and assistance for development of construction methodology/ job procedures for all construction activities including review and approval of construction procedures and methodology.
- (iii) Review contractor's resources and schedules.
- (iv) Supervision during the surveys and soil investigations if any, when carried out by the contractor(s) during construction phase.
- (v) Prepare and implement all necessary procedures to ensure safety of personnel working in construction activities / field inspection / testing and commissioning.
- (vi) Carryout construction supervision activities based on the approved construction drawings.
- (vii) Inspection Engineers deployed shall check and ensure quality of work, including interpretation of RT/ UT etc. Inspection Engineers shall certify quality of the work through formats.
- (viii) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. PMC shall forward bills duly certified for payment to GGPL within 7 working days from date of receipt.
- (ix) Carryout contract management including Change Notes, Extra works, Deviations etc. and the recommendations shall be forwarded within 15 days of occurrence for approval of GGPL.
- (x) Deviations, extra items/ works, AHR items, time extension if any, etc. of the contractors shall be analyzed and the recommendations shall be forwarded within 15 days of occurrence for approval of GGPL.
- (xi) Consultant shall be responsible for proper maintenance and upkeep of the materials. Carryout store management including handing over to GGPL, the left over construction surplus materials along with their Inspection Certificates and final drawings and documents. Recovery shall be levied for loss or shortage of materials from PMC.
- (xii) Prepare monthly/weekly progress status reports for all works. As regards to pipelines daily progress report shall also be required in addition to monthly/ weekly reports. All progress shall be duly reviewed and analyzed by consultant, with any reasons for delay, if occurred, shall be provided before forwarding it to GGPL.
- (xiii) Carryout QA/QC during construction. Consultant shall use its construction management procedure (CMP) and review all the QA/QC formats submitted by the execution contractors in order to maintain required quality during construction period.
- (xiv) Necessary technical assistance for settlement of extra claims if any, raised by the contractors/ vendors and for arbitration cases shall be

provided by PMC till a period of 24 (twenty four) months after the completion of the project at no extra cost to GGPL. Consultant shall be responsible for submission of recommendations with analysis on extra claims raised by the contractors/ vendors. Final acceptance/settlement shall be taken care of by GGPL.

- (xv) For any rectification works during Defect Liability Period of any construction contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance to GGPL at no extra cost.
- (xvi) GGPL shall provide the PMC construction personnel with camp facilities at construction sites with reasonable Boarding and lodging, transportation, camp office facilities. In order to have close coordination among APGDC and PMC personnel, the camp office shall be co-located with those of GGPL.
- (xvii) RCM shall be responsible for all the activities related to construction work at site including logistic support and liaison with local authorities

5.2 STORES & MATERIAL MANAGEMENT

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

Store shall be located at convenient location near construction sites. The scope of material management services to be provided by PMC shall include, but not limited to:

- i. Receive equipment/materials from suppliers and certify their invoices for payment,
- ii. Inspect the condition of goods received and issue Goods Receipt Voucher,
- iii. Maintain a record and submit report every 15 days, indicating the stock in store , material in transit, material issued to contractors and balance material to be received as per PO's issued,
- iv. Issue material for construction to contractors and prepare store Issue Vouchers,
- v. Receive unused material returned by the contractors and prepare Material Return Note. Modalities of return material shall be well defined by PMC
- vi. Prepare reconciliation statements to enable GGPL to check and take over balance store, along with requisite inspection certificates/ documents etc.
- vii. The identification of location and hiring of store premises shall be done by PMC in consultation with GGPL at Rajahmundry/Kakinada or as per the directions of EIC. The requisite services (loading, unloading, security etc.) shall be arranged by PMC and payments for the same shall be reimbursed by GGPL. The said store shall be managed by the PMC. Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc. would be provided / reimbursed by GGPL. The expenses for stores towards, Rent, Electricity, and Housekeeping will be reimbursed by GGPL on actual basis.

5.3 AS-BUILT DRAWINGS

(i) Follow up with vendors and contractors for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward to GGPL.

(ii) All project related documents for future reference and records will be handed over to GGPL as per standard international practice. Submission of final documents shall be under the following heads:

a) As built drawings

b) Detail operating manual

c) Separately highlighting recommendations of the EIA, Hazop Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.

d) Problems faced during the project execution and mitigation measures taken and reasons for future.

6.0 PROJECT MANAGEMENT AND CONTROL

6.1 PLANNING AND SCHEDULING

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

a.	Work Breakdown Structure(WBS) incorporating
i.	Assist GGPL in Documentation required for Statutory Permissions / NOCs from various authorities for Crossing Permissions, NOC from State Pollution Control Boards, CCOE Clearance, MOE&F Clearance, any other permission required for project execution
ii.	Engineering (Detail Engineering & Process Design Basis)
iii.	Tendering
iv.	Ordering
v.	Manufacturing
vi.	Inspection & Expediting
vii.	Delivery
viii.	Construction
ix.	Commissioning

b.	Project Network Diagrams, PERT/GNAT Chart
c.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late Finish Dates, Total Float, Free Float against activity
d.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
e.	Percentage Schedule Monthly Breakups for each element / discipline of WBS
f.	Project Cost Estimate for each purchase and work order
g.	Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement
h.	Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery / construction
i.	PMC Organogram for Project Office & Construction Site Office
j.	PMC Manpower Deployment Schedule (Month wise)
k.	Project Communication / Coordination Plan (Client & PMC interaction model)
l.	Inspection Schedule and Plan
m.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC) incorporating the above details (a. to h.)

Following WBS weightages shall be followed for overall project scheduling and physical progress monitoring is as under:

	WBS Element	Weightage
i.	Assistance for Statutory Permissions / NOCs	2
ii.	Engineering (Detail Engineering & Process Design Basis)	4
iii.	Tendering	10
iv.	Ordering	10
v.	Manufacturing	20
vi.	Delivery	05

vii.	Construction	40
viii.	Commissioning	5
ix.	Project Close-out	4

Following to be strictly noted:

- a) Prepare monthly progress reports for the project and provide all assistance to GGPL for preparing-MIS reports required by GGPL for submission to concerned authorities / Ministry Monitoring cell. Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time.
- b) PMC shall prepare the overall project schedule, as per the approved schedule of GGPL and another as per the internal schedule decided during the project kick-off meeting.
- c) The project schedules (network diagram) shall be prepared submit to GGPL within one week of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc.
- d) PMC shall also prepare the month wise cash flow statement, apart from the monthly physical progress schedule as per internal and GGPL approved schedule.
- e) Following reports shall also be prepared:
 - (i) Prepare various status reports, e.g. Pre- Order, Post - Order, Material Expediting, Construction etc.
 - (ii) Prepare project close out report, including performance report of vendors/ contractors.
 - (iii) Apart from the above deliverables of PMC, PMC shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

6.2 PROJECT MANAGEMENT

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

- i. Establish Communication Procedures in Concurrence with GGPL
- ii. Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, and Delivery etc.
- iii. Define "Scope of Work" for various groups.
- iv. Attend Monthly Project Review Meetings with GGPL Management.
- v. RCM to attend weekly Project Meeting with Project Manager.
- vi. Surveillance on the entire project related activities.

- vii. Monitor progress of the project and submit periodic status reports to GGPL.
- viii. Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- ix. Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- x. Prepare various reports/ draft reply letters as required from time to time for GGPL Management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- xi. Based on requirement the PMC shall attend meetings with GGPL within the shortest possible time wherein appropriate level of person shall be deployed.

6.3 PROJECT MONITORING AND CONTROL

Time is the essence of the contract, accordingly PMC to monitor all the activities closely to achieve the planned schedule of project without any slippages. The PMC shall provide the Project Monitoring Services including but not limited to the following:

- i. Preparation of detailed project schedule,
- ii. Identification of all activities falling on the critical path of the project,
- iii. Identification of all activities requiring close co-ordination/synchronization,
- iv. Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- v. Generation of all project monitoring reports for the project, drawing attention towards critical jobs, activities and functions,
- vi. Identification of all activities/steps required for execution of the project within approved cost and stipulated time,
- vii. Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- viii. Monitoring of contractor logistics for line pipe manufacturing and coating and transportation to site
- ix. Monitoring of contractor logistics for pipeline laying contractor and ensure mobilization of additional resources without any cost implication to make-up any slippage,
- x. Generation of MIS reports for the project, and identify critical path on fortnightly basis.
- xi. Providing all inputs/ performing all project monitoring activities as desired by the GGPL Management/Project Group from time to time for timely completion of the project.
- xii. Carrying out quality audits and Identifying the root causes of the problems/ shortcomings encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
- xiii. **Risk management:** PMC should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

7.0 PRECOMMISSIONING / COMMISSIONING, STARTUP AND PERFORMANCE TESTS

7.1. MECHANICAL COMPLETION/ PRE COMMISSIONING

At a date prior to mechanical completion to be agreed with GGPL, PMC shall prepare and submit the pipeline system operating manual to GGPL for approval.

PMC shall review the mechanical completion program and recommend to GGPL for approval and shall ensure its implementation as per GGPL requirements. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan. Upon successful achievement of mechanical completion, PMC shall review construction completion certificate documentation and submit the recommendation for approval.

It shall be obligatory on the part of PMC to issue the “Mechanical Completion Certificate” in the format duly signed by PMC’s authorized person.

PMC shall provide all assistance for pre-commissioning audit and ensuring its compliances.

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

7.2. INTERNAL AND EXTERNAL AUDITING

PMC shall carry out periodic safety audits of the contractor’s facilities / work sites and shall ensure compliances of the findings.

GGPL may also depute Third party inspector for quality audit of PMC / contractor’s work. PMC shall ensure compliance of the findings in consultation with GGPL.

PMC shall provide assistance for external audit (OISD etc.) as part of pre-commissioning activities and shall ensure compliance of the findings.

7.3. COMMISSIONING AND START-UP:

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

Upon GGPL’s approval of the mechanical completion of the work, the commissioning work may commence according to the plans and schedules prepared by PMC.

PMC shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, start-up, performance test and initial operation of the facilities consisting of representative of GGPL operating personnel, equipment suppliers, PMC and contractors.

PMC shall ensure that the contractors provides special tools& machinery and spare parts and sufficient manpower that are needed to complement the GGPL start-up personnel and to perform all activities which include operation of all equipment during commissioning.

Commissioning activities shall, as a minimum include:

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

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

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

PMC shall report to GGPL on a daily basis on the progress and status of commissioning.

PMC shall ensure that all commissioning records and log sheets are properly collated and submitted to GGPL as part of contractor's provisional acceptance documents.

It shall be obligatory on the part of PMC to issue the "Commissioning Certificate in the format duly signed by the authorized representative".

8. PROJECT DOCUMENTS / COMPLETION/ CLOSE-OUT REPORT:

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

- a. Follow up with vendors and contractors for as-built drawings/ documents in required editable soft and hardcopies, review/approve the same and forward to GGPL.

- b. Submission of all project related documents to GGPL for future reference and records as per standard international practice.
- c. Submission of final documents in required soft and hardcopies format shall be under the following heads:
- (i) As built drawings
 - (ii) Construction documents (field reports / pipe-book/ RT/UT/HT etc.)
 - (iii) Detailed reports for HAZOP Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
 - (iv) Detail operating manual highlighting recommendations of the EIA, HAZOP Study & Risk Analysis etc.
 - (v) **Lesson learnt:** Problems faced during the project execution and mitigation measures taken for future reference.
- d. Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on whom orders were placed.
- e. Hard & Soft Copies of Project Closeout Report incorporating the following:
- i. Project brief
 - ii. Pipeline Line Diagram
 - iii. Chronology of Approvals
 - iv. PMC Head Office & Site Office Organogram
 - v. Names of PMC Personnel working for the project along with all contact details.
 - vi. Pipeline configuration and Spread details
 - vii. Details of various types of Crossings
 - viii. Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - ix. WBS element wise "S" Curve and Overall physical progress curve
 - x. List of key milestones and date of actual achievement.
 - xi. List of POs/ WO's including vendors / contractors name and contact detail.
 - xii. Experience gained during Project Execution and improvements for future projects.
 - xiii. Construction Photographs and videos

9.0 CONSULTANT MANPOWER

9.1 The bidder should have minimum employment as below:

Description	Details of employment/manpower (Minimum nos.)					
	Mechanical	Civil	Electrical	Instru mentat ion.	Process/Design	Total
Design & Engineering	1	1	1	1	1	5
	Construction	Mechanical	Civil	Electrical	Instrn.	Inspection
	1	1	1	1	1	5
Total Nos. of minimum employees required						10

All employees should have minimum engineering graduate degree and minimum 8 years of experience in cross country oil/gas pipeline projects.

- **In support of the above clause the documents of latest PF/Pay slip and qualification details/CVs of the relevant employees are to be submitted.**

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

- ❖ Quality at all stages and aspects as per requirement of codes, standards, specifications and best international practices
- ❖ Timely & expeditious completion of the project
- ❖ Economize project expenses.

- 9.2** The Project Manager and Resident Construction Manager have to be exclusively deployed for this project. Qualification and experience requirement of PMC personnel are given here under at Clause 9.4.
- 9.3** PMC shall submit the following for approval of the GGPL after award of agreement
- ❖ Organogram at Project HO & Site
 - ❖ Manning schedule
- 9.4** The PMC shall be required to depute qualified, experienced manpower for the execution of the project. PMC shall ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bid is not changed during project execution. In case of any change in deployment, the PMC shall submit bio data of the substitute manpower proposed and take GGPL approval. The various categories of manpower required to be deployed for the project are detailed under:

Sl.	Type	Qualification & Knowledge	Experience
1.	Project Manager	Degree in Mechanical Engineering. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.	Overall Experience: At least 08 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: 5 years of experience must be in senior position in execution of hydrocarbon pipeline projects.

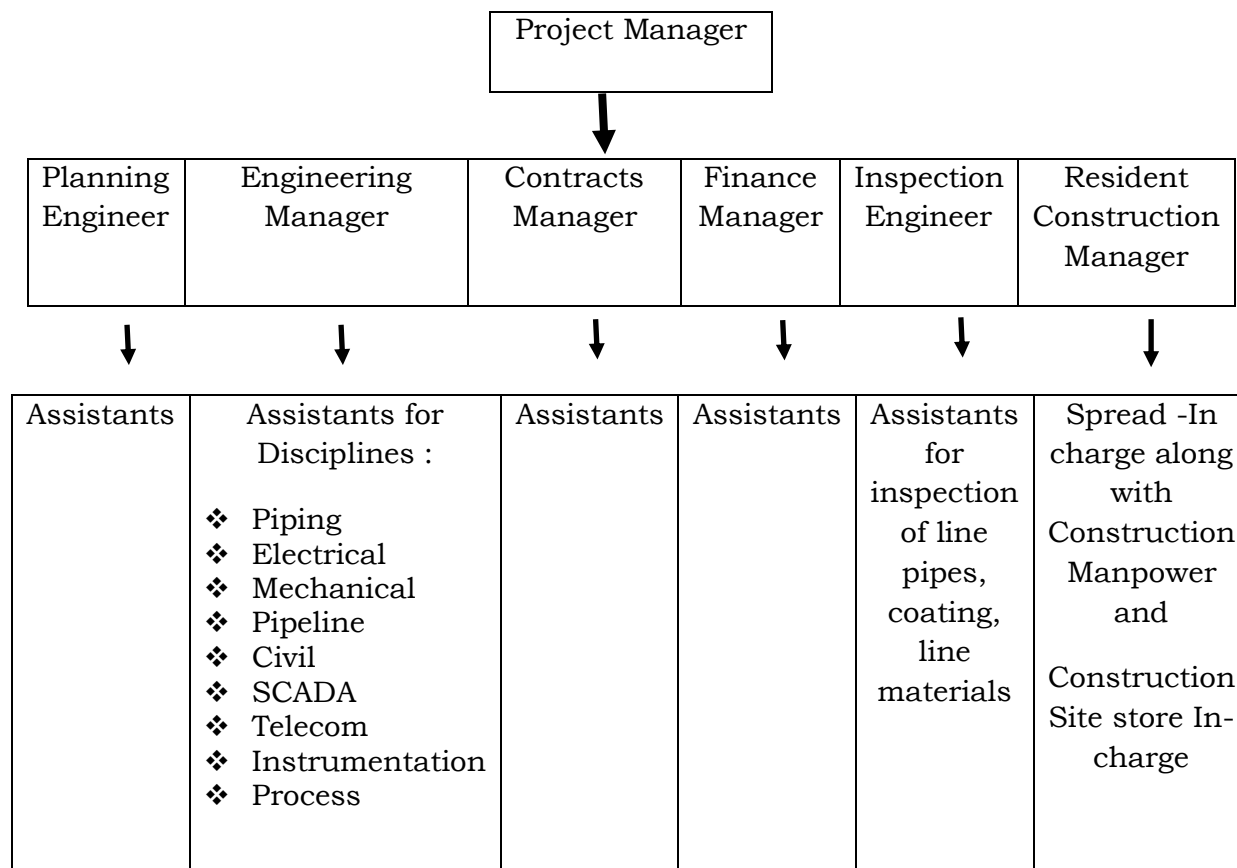
2.	Contracts Manager (C&P)	<p>Degree in Engineering with MBA in Materials Management</p> <p>Knowledge of Procurement & Contracts for goods related to hydrocarbon industry, pipelines, Knowledge of regulations, notifications, acts pertaining to procurement of goods, works contract, local tax structure, store management etc.</p>	<p>Overall Experience: At least 08 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 08 years of experience, at least 5 years of experience shall be in senior position in execution of hydrocarbon pipeline projects.</p>
3.	Planning Engineer	<p>Degree in Engineering</p> <p>Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, familiar with latest software in planning.</p> <p>Knowledge of various activities related to execution of pipeline projects</p>	<p>Overall Experience: At least 08 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 08 years of experience, at least 5 years of experience shall be in senior position in execution of hydrocarbon gas pipeline projects.</p>
4.	Engineering Manager	<p>Degree in any discipline of Engineering.</p> <p>Knowledge of all standards, codes required for the design and engineering of pipeline projects.</p> <p>Knowledge of materials and metallurgical</p>	<p>Overall Experience: At least 08 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 08 years of experience,</p>

		<p>properties for materials used in pipeline projects.</p> <p>Knowledge of Industry accepted Best Practices in designing & engineering pipeline projects.</p> <p>Knowledge of working in software tools related to system sizing, system optimization, simulation, engineering etc.</p>	<p>at least 6 years of experience must be in senior position in design & engineering of Hydrocarbon pipeline projects.</p>
5.	Finance Manager	<p>Graduate in Commerce / ICWA / CA / MBA in Finance</p> <p>Knowledge of act / rules / regulations / notifications pertaining to Financial Management i.e. taxes & duties</p> <p>Knowledge of tax / duty structure for indigenous & imported procurement.</p>	<p>Overall Experience: 08 years of relevant experience</p>
6.	Resident Construction Manager	<p>Degree in Engineering in any Discipline</p> <p>Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of gas pipelines, Industry accepted Best Practices in executing pipeline projects.</p>	<p>Overall Experience: At least 12 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 12 years of experience, at least 6 years of experience shall be in senior position in works related to construction of hydrocarbon pipeline projects.</p>

7.	Inspection Engineer	<p>Degree in Engineering in any Discipline along with ANST / INST level II / III certification.</p> <p>Knowledge of codes / standards for manufacturing and inspection of line materials for pipeline projects.</p>	<p>Overall Experience: At least 08 years of experience in execution of projects / inspection in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 08 years of experience, at least 5 years of experience must be in inspection works related to pipeline materials / pipeline construction</p>
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The supporting staff / manpower under each type must have the working experience of at least 7 years in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. out of which at least 3 years of experience must be in the relevant working area.

An indicative structure for manpower is as under:



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

i. Pipeline Laying and Terminal Works

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

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

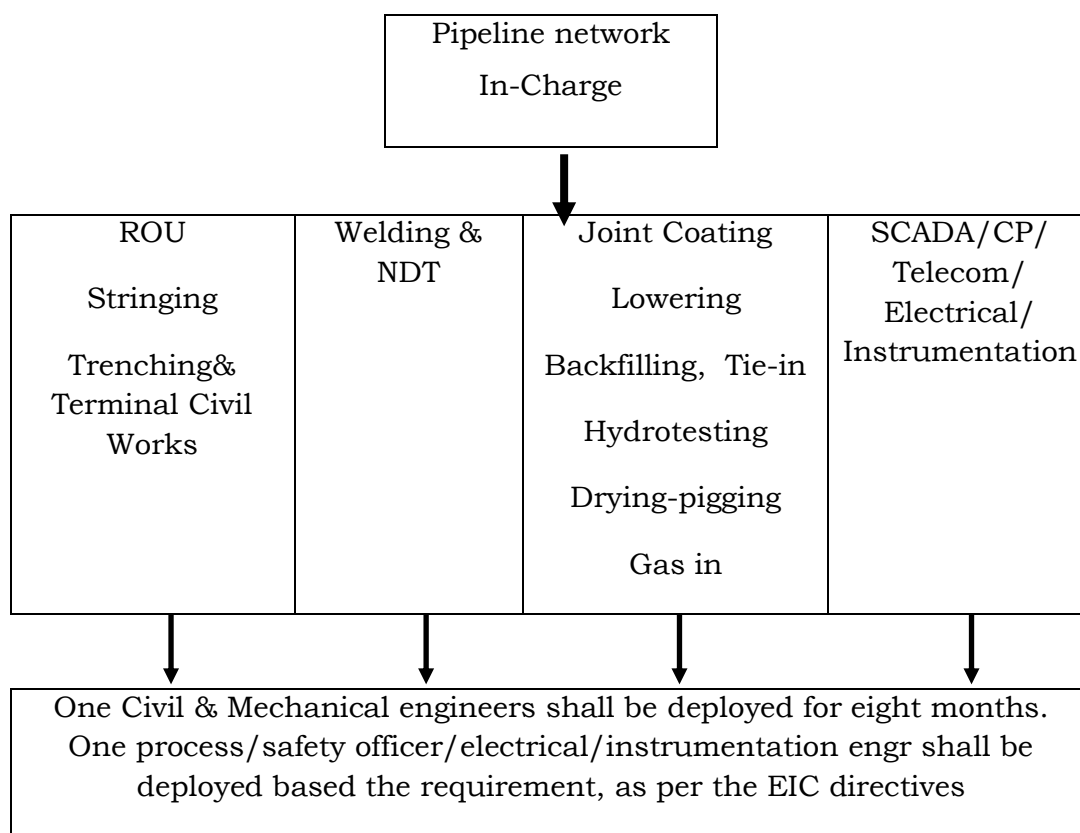
For Terminal Works following activities are normally carried out, but not limited to following:

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

The typical requirement of manpower for Consultant per item is as follows.

Pipeline Laying Works:

Indicative Site Organization Chart for PMC manpower:



PMC manpower tentative estimate for one line of item (manpower shall be deployed as per the directions of EIC and as per the scheduled period of execution of items:

Sl.	Type	Activity	Consultant
1.	Front End Activities	ROU Opening	01
2.		Stringing	
3.		Trenching	
4.		Welding	
5.	Back End Activities & terminal work	Joint Coating	01
6.		Lowering & Backfilling	
7.		Tie-In	
8.		Hydro testing	
9.		Drying, Pigging, Gas In	
10.		Civil Works and Construction Activities	Person for front end activities to be utilized
11.		Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph, Electrical / Instrumentation	
12.		SCADA/Telecom	
13.		Cathodic Protection	
14.	<i>Sub Total</i>		<i>02</i>
15.	RCM		01
16.	Total		03
17.	Safety Manager common for spreads		Required to be deployed under terminal works

Notes:

- (i) Front end persons may be redeployed, if activities are not simultaneous.

- (ii) Two persons (including Civil Engineer, Mechanical, electrical & Instr engineers) shall be progressively deployed as per job requirement.
- (iii) There will be one 1 Resident Construction Manager (RCM) for the entire pipeline and shall be supported by requisite manpower. RCM with his team shall be stationed at the pipeline coordination office at Kakinada.
- (iv) For terminal works, Consultant manpower would be suitably deployed when the actual work starts.
- (v) Store will be maintained at Kakinada/Rajahmundry. Store keeper should be deployed. Store assistants shall be hired by PMC on contract basis and same will be reimbursed by GGPL
- (vi) PMC shall ensure that 100% of manpower deployed for work execution is from the regular payroll of the company
- (vii) Deployment and Redeployment of Consultant manpower shall be at the discretion and approval of Engineer-in-charge of GGPL

The Bidder shall mandatorily submit the following along with the bid document

Bio-Data of the Key personnel viz Project Manager, Engineering Manager, Resident Construction Manager, Planning Engineer, Inspection Engineer, Contracts Manager proposed to be deployed for the project, as per format enclosed at Part-6, Annexure-3 for approval of GGPL.

The 'Project Manager' and "Planning Engineer" are required to be deployed throughout the PMC contract period. The 'Resident Construction Manager' is required to be deployed from the date of award of Pipeline Laying contract till closure of the construction contracts at Project coordination office at Rajahmundry/Kakinada or as per the directives of EIC based on the schedule of execution of the items.

PMC shall ensure that the construction manpower deployed at site is not changed for the entire construction period. However in case of exigency for substitution of any personnel, the same shall be done with due approval of GGPL.

10.0 PROJECT EXECUTION METHODOLOGY

10.1 METHODOLOGY

The PMC shall be required to prepare an execution Methodology including basis of design (BOD) for executing the pipeline project with the aim to execute the project in schedule time, economize the project cost and execute the project in the most effective way. The Methodology shall be prepared within the framework of the GGPLs procedures in vogue. The following sections outline the area which needs to be covered in the Execution Methodology and BOD.

Sl.	Item	Description
a.	Detail Engineering	This shall cover the details for engineering to be done under various disciplines, listing of requirements, preparation of Specifications, Material Requisitions, Process Design Basis, Pipeline Sizing, Receipt / Dispatch Terminals designing etc. Listing of standards based on which the engineering has been done item wise.
b.	Selection of Technology for various Line Materials / Equipment	This shall highlight the details for the technology to be selected for high value items like line pipes, Power Source, SCADA, Telecom, CP, Metering etc. Type of Internal & External Coating in Pipes, Pipe Grade, Class Location etc.
c.	Contracts Management : Procurement Strategy (Open Tenders, Limited Tenders as per MVL) for Procurement Package, Works Package	This shall highlight the identification of all materials and works and their packaging for tendering and execution. Estimating the cost of each material, works package. Mode of tendering in line with GGPL Contracts & Procurement Procedure. List of vendors as per the Master Vendor List (MVL) of PMC for items to be procured through limited tendering.
d.	Construction Management	Identification and finalization of number of sections / spread in line with best international practices. Identification of locations for Camp Offices along pipeline route. Identification and finalization of location for Dump Sites for line pipes and store for material. Construction Strategy and Schedule. Certification of Contractors Bills.
e.	Inspection Test Plan	Detailed Plan and Methodology for inspection for various categories of materials and construction including : <ul style="list-style-type: none"> ❖ Line Materials ❖ Main Line Valves, Terminal Valves ❖ Line Pipes ❖ Line Pipe Coating ❖ Construction ❖ FAT / SAT for SCADA, Telecom, CP and other Pkgs. Methodology for Release of Materials after inspection. Deployment schedule of manpower for Inspection.
f.	Store & Material Management	Arrangement of store for storing free issue material. Methodology for Management of store by PMC. Receipt & Delivery of all Materials.

		Generation of Price Schedule Ledger (PSL). Material reconciliation, listing & handing over of Construction Surplus to GGPL.
g.	Project Commissioning & Start-up	Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan. Assistance for permissions from Authorities concerned. Assistance for pre- commissioning audit and ensuring its compliances.
h.	HSE Plan	Health & Safety guidelines required to be followed in construction, commissioning & start- up.
i.	Project Planning & Scheduling	Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule & and Cash flow Plan for various orders.
j.	Project Head cost	Estimate cost against various procurement & works package along with the details for the basis of cost estimate
k.	Resource Requirement	Schedule for Deployment of Manpower for Project Office and Construction Site. Organogram for Project Office & Construction Site. Details of resources other than manpower to be used for project execution at construction sites, like office setup, PCs, vehicles, communication facilities like telephone, fax, video conferencing etc.
l.	Project Close-out	The PMC shall devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout and schedule for close out.

10.2 PROCUREMENT / WORKS PACKAGES

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

The list is based on the Basis of Design and broad approach for execution. Detail Engineering is to be carried out by the PMC including the sizing and engineering of all the major items procured even through composite construction contract. Inspection of the all major items mentioned below is to be carried out by the PMC. There may be some items which may be directly procured through tendering instead of through composite construction contract. The list shall be finalized during kick-off meeting. No additional amount is payable to the PMC for tendering of more or less nos. packages which are mentioned below:

No	Package
Procurement Packages	
1	Procurement of line pipes and coating of line pipes, CGS/MRS, Valves/odorizing units
2	Line Material: Insulating Joints, Scrappers, Flow-Tees, Pig Signalers, QOEC and other pipe fittings and flanges.
3	Pipeline Ball Valves
4	Filtration, Pressure reduction and Metering skids, Gas Chromatograph etc.
5	OFC & HDPE Ducts
Works Packages	
1	<p>Pipeline Laying and Composite construction package including following procurement and works:</p> <p><u>Procurement</u> :</p> <ul style="list-style-type: none"> • Gas detection systems • Pipes, Fittings , Flanges, bolts, nuts, gaskets and all related hardware (other than procured above) • Ball, Globe, check valves, NRVs, Plug valves etc • Electrical items, Cables, Instruments, UPS, Batteries • Any other materials, not included as Free Issue materials <p><u>Works</u> :</p> <ul style="list-style-type: none"> • Composite work for Laying of pipeline and associated facilities, Construction and erection of terminal facilities including installation of all equipment, construction of Control Room and Technical Building, All Civil, mechanical, electrical, instrumentation works and Commissioning assistance. • Cathodic protection works

2	Telecommunication works including supply of Telecom Equipment, Installation , Testing and Commissioning
3	SCADA works including supply of SCADA Equipment, Installation , Testing and Commissioning
4	Power supply package (SOLAR/CCVT/TEG etc. as the case may be)

10.3 EXECUTION PLAN

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

10.4 QUALITY ASSURANCE

PMC shall provide details of its intended compliance with Project Quality Assurance requirements. This compliance shall be supported by quality statements and quality manuals of the Bidder and all major subcontractors

10.5 DESIGN STANDARDS

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

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

11. EXCLUSIONS FROM CONSULTANT'S SCOPE

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

- (i) Acquisition of ROU for pipeline laying and permanent land acquisition
- (ii) Project insurance shall be taken by GGPL, however, lodging of insurance claims and realization of the same shall be done by PMC.
- (iii) Tender/NIT advertisement fees shall be in GGPL's scope and shall be reimbursed to PMC at actual. Tender fee received against sale of tender document from various agencies shall be forwarded to GGPL.

- (iv) Payment of Customs duty amount and transportation charges of imported materials.
- (v) Camp facilities, office facilities, vehicles, Communication facilities required for PMC personnel at construction site.
- (vi) Statutory clearances (however extending support is the responsibility of PMC)
- (vii) Stores infrastructure facilities (To be arranged / Reimburses by GGPL)

12.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING:

12.1 Addition/ reduction of PMC fees would be considered in case of addition (certain extra activities not envisaged in the original scope of work) or deletion in the scope of the project.

12.2 Change in drawings / documents in case of site decisions, land availability etc. is to be carried out by the PMC without any extra cost to GGPL.

12.3 Re-working / re-tendering / re-designing, etc., if any, shall be done without any extra cost to GGPL. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by PMC within the quoted cost.

12.4 In case Consultant is required to execute certain extra activities not envisaged in the original scope of work, then Consultant shall submit to EIC of GGPL, the detailed scope of work along with estimated man-hours and the additional time if required. Man-hours and extra time schedule shall be mutually agreed between GGPL & Consultant before commencement of the work and shall be paid at the rate of man-hour / man-day rates specified in the SOR for extra work (i.e. Price Schedule / SOR - 2).

13.0 OTHER CONDITIONS:

- i. PMC shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.
- ii. PMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- iii. PMC shall be responsible for ownership of the design engineering, patent etc.
- iv. PMC shall take approval/concurrence from GGPL on major and critical issues e.g. Design Basis, P&IDs etc.
- v. PMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- vi. PMC should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- vii. PMC shall provide approved drawings etc. in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- viii. Approvals from GGPL: Approvals shall be given by GGPL for Design basis, P&IDs and all major documents (list to be finalized during Kick off meeting), stage wise approvals for procurement / works for all cases.

- ix. Any activity required to be carried out for completion of the project through not specifically mentioned in the tender document shall be carried out at no extra cost to GGPL.
- x. Technical Quarries (TQ)/Commercial Quarries (CO) if required in tendering process should be raised with the information to GGPL.
- xi. All assistance required by GGPL (viz: but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by PMC at no extra cost to GGPL.
- xii. PMC shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports including HSE reports of the Project in approved formats
- xiii. PMC shall participate in the Project & Construction Review meetings taken by GGPL management at Project/ Corporate/ Site offices of GGPL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lump sum price.
- xiv. PMC shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to GGPL
- xv. The Consultant will be notified about their Performance on periodic basis.
- xvi. PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration:
- Examining/ Scrutiny& providing reply to claims etc.
 - Participation in arbitration proceedings.
- xvii. **Capitalization of the pipeline Networks:**
 PMC shall keep records pertaining to the movement of the material & its traceability/accounting as well as physical usage w.r.t. the section of the pipeline. PMC shall bi-furcate the cost as per formats for the purposes of the capitalization of the assets. At the time of capitalization, consultant shall depute their representatives in GGPL office.

14.0 KEY RESULT AREAS AND RECOVERIES

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

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

S No.	Activity	Time line	Recovery
1	Finalization of Design basis for all 5 nos. of pipeline networks	5 weeks from the date of FOA or as per directives of EIC	5 % of the respective milestone amount
2	Finalization of P&IDS for all 5 nos. of pipeline networks		5 % of the respective milestone amount
3	Evaluation of bids & submission of PBO recommendation including TQ / CQ, if any.	two week from opening of bids or as per directives of EIC	5 % of the respective milestone amount
4	Submission of Award / Order placement recommendations.	One week from the date of approval of PBO by GGPL.	5 % of the respective milestone amount
5	Submission of draft LOA in soft and hard copies	One week from the date of Fax of Intent.	5 % of the respective milestone amount
6	Approval of Drawings/ Documents of Vendors for manufacturing of Equipment/ Materials.	Within 7 days of receipt from Vendors or as per the directives of EIC	5 % of the respective milestone amount
7	Commencement of inspection for Equipment/ Materials	Within 7 days of inspection call or as per the directives of EIC	5 % of the respective 'Delivery' milestone amount.
8	Non deployment of key personnel as per deployment requirement (for Project Manager and Construction Manager).	As per the directives of EIC	Rs 15,000 per day

Notes:

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

-
- (2) Apart from above, payments towards accurate cost estimate and non-generation of surplus would be regulated as per terms of milestone payment and other tender conditions.
 - (3) In case project is completed within the contractual completion schedule i.e. 14 months including 2 months period for project close out time from date of FOA, retention / Recoveries made against key result area if any shall be reimbursed to the consultant.
 - (4) Further, in case final time extension is granted without PRS, no recovery shall be made.

HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS

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

The specific requirement includes the following:

a. PROJECT SAFETY REVIEW

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

b. ENVIRONMENTAL IMPACT ASSESSMENT (EIA)

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

c. HAZOP

PMC shall provide a team for carrying out HAZOP study during design stage, construction stage, commissioning stage and shall ensure that all recommendations and findings are implemented by contractors in a timely manner.

d. HEALTH, SITE SAFETY AND SECURITY

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

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment and material of contractors, subcontractors or PMC, GGPL or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or other regulations applicable to the site, which PMC shall be obliged to enforce on behalf of GGPL. PMC shall agree with GGPL's representative at site for any

variation in these requirements. PMC shall monitor reports and ensure that the above requirements are fully adhered.

e. SITE SAFETY ORGANIZATION

PMC is to appoint a Safety Manager, whose responsibility is to monitor all safety activities on the job and report the findings. The Safety Manager shall make periodic safety inspections of the job site. The inspections should be made jointly with the Safety officer / In-charge of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on all the contractors and subcontractors.

f. SITE SAFETY PLANNING

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

- (i) GGPLs / PMC's Safety requirements
- (ii) Statutory requirements
- (iii) Location of job site(s)
- (iv) Type, background and quality of labor resources and anticipated training programs
- (v) Nature of construction work, types of hazards anticipated and hazard prevention methods
- (vi) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system;
- (vii) Construction equipment and material to be used;
- (viii) The number of contractors / subcontractors working concurrently in any area at the same time;
- (ix) Personal protective equipment (PPE) requirements. PMC shall ensure that contractors ensure availability and usage of PPE during work execution.

g. SITE SAFETY MANUAL

Prior to start of work at each job site, PMC shall ensure publication and distribution of safety manual, safety bulletin, Dos & Don'ts about Safety through site contractor to cover safety activities. The manual shall be published in English, Hindi and local language. PMC shall suggest and ensure installation of Safety board at appropriate places at site. The matter for safety slogans for display shall also be suggested PMC.

Copy of the safety manual shall be issued to All GGPL's, PMC's and Contractors' supervisory personnel. Further distribution of the manual, or specific sections, shall be determined dependent upon the nature of work and organizational requirement. Copy of the manual shall also be strictly distributed to all statutory authorities.

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

- i. GGPL's & PMC's safety organization, philosophy and responsibilities
- ii. GGPL's & PMC's safety requirement
- iii. The general safety rules applicable to the job site
- iv. The requirements, availability and provision of personal equipment for specific activities at job site
- v. Traffic regulations at the work sites
- vi. Requirements and standards for use of scaffolding/ladders
- vii. Safety precautions and safety measures which are required when working in pipeline trench
- viii. Requirements for grounding electrical construction equipment and tools
- ix. Type, availability and responsibility for use of fire fighting equipment;
- x. Work permit procedures
- xi. Procedures to be followed when an accident, injury or fire occurs;
- xii. Procedure to be followed by entire contractor's organization should major accident occur;
- xiii. Control access to site

h. PREPARATION OF EMERGENCY ACTION PLAN

The PMC shall prepare the Onsite & Offsite Emergency Action Plan for Site apart from preparing Disaster Management Plan in-line with the requirements of statutory authorities, OISD, PNGRB and other safety norms. The same shall be handed over to GGPL for approval and subsequent circulation.

i. SAFETY ACTIVITIES

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees. Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

j. ACCIDENT INVESTIGATION AND REPORTING

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

PMC shall maintain safety performance and accident statistics records for the whole site in conformance to the international standards. Updated safety performance and accident statistics shall be included in PMC's every monthly report.

k. **HEALTH PROGRAM:**

The PMC shall ensure appointment of an occupational health officer through pipeline laying contractor with appropriate staff and ambulance whose responsibility shall be to monitor all occupational health activities on the work site and shall submit his findings to the PMC. Health officer shall work in close coordination with Safety Manager of PMC. The occupational health officer shall be responsible for:

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

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

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

PMC shall provide statements and manuals / procedures for health, safety and environmental (HSE) requirements along with the tender document for compliance.

PMC DELIVERABLES

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

- ❖ All Periodic Reports, Daily Progress Reports during construction, Customized Reports, presentations, best practices/ international practices required for submission to Management / External Agencies.
- ❖ All documents related to engineering, tendering, ordering, manufacturing, delivery, construction, pre-commissioning and commissioning.
- ❖ Stage wise recommendations
- ❖ Design basis, Data sheets, P&IDs, Engineering Drawings
- ❖ Project Cost reports
- ❖ Various types of Plan, Manuals including safety plans such as Operation and Maintenance Manual, Onsite and offsite Emergency Plan, Disaster Management Plan, HAZOP etc.
- ❖ Documentation for obtaining NOC from statutory authorities and PESO, Nagpur
- ❖ Performance Evaluation Reports of vendors / contractors
- ❖ Project Close out reports
- ❖ Statutory documents
- ❖ Any other deliverable not mentioned here but required elsewhere in tender or otherwise required for completion of the project in totality.
- ❖ Both hard and editable soft copies to be provided. All the stage documents for review by GGPL shall be provided in 2 sets of hard and soft copies. Final documents shall be provided in 3 sets of Hard and soft copies.

TIME SCHEDULE

Contractual scheduled time for the PMC contract shall be 14 months from the date of FOA which is inclusive of 2 months for Project close out period.

GGPL look forward for the best-endeavor schedule of commissioning within the prescribed schedule. Therefore, the PMC would prepare detailed activity schedule for the project in consultation with GGPL at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. No delay on account of any reasons on the part of the PMC / Contractors engaged for work packages / delivery of material shall be accepted. PMC shall ensure makeup plan in place for achieving the scheduled completion. PMC is required to plan and put manpower and resources accordingly.

PMC is required to work simultaneously on various procurement & works packages and accordingly, make all out efforts to complete the project on or before the time schedule. However, as per extant practices the project shall be monitored w.r.t. internal schedule as well the scheduled deadline.

COST ESTIMATE

NAME OF PROJECT :

NAME OF PACKAGE :

ESTIMATE DATE & VALIDITY :

TYPE OF COST ESTIMATE : EMD / TBO

Type of Delivery : FOT / FOB

Delivery at site : Destination / Port of Shipment / Works

Currency :

Exchange Rate :

Reference & date of Exchange Rate :

1) Direct Cost:

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

Total=

2) Indirect Costs:

(i) Freight

 a. Shipment :

 b. inland :

(ii) INSURANCE :

(iii) TAXES (specify tax wise & its percentage) :

(iv) DUTIES (specify duty wise & its percentage) :

(v) PACKING & FORWARDING :

(vi) HANDLING CHARGES :

(vii) OTHER ANTICIPATED COSTS :

TOTAL

3) Total Landed Cost (1 + 2) :

- 4) List of Assumptions in the above cost :
- 5) Basis of estimation :
- 6) Justification/ Reasons for variation (if any) :

	Landed Cost Estimate		Percentage variation	Reasons for variation
a)	EMD	TBO		
b)	TBO	Actual Cost		

PMC's Costing Department

Prepared by

Reviewed by

Approved by Project Manager

ANNEXURE- 1 (b)**PBO RECOMMENDATION FROM PMC – CHECKLIST**

- 1) Brief details of Bids
 - a) Bid document number and revision number
 - b) Scope of supply
 - c) Mode of tendering
 - i) In case of press tender enquiries, has the copy of NIT been sent to all the probable bidders?
 - ii) In case of limited tender enquiries, list of vendors approved by GGPL. Has the intimation sent to all the probable bidders?
 - iii) Has the tender been hosted on the Website of GGPL?
- 2) Issue of Tender
 - a) Date of invitation of bids (issue of tender)
 - b) List of Corrigendum issued
 - i) Date of issue of corrigendum
 - ii) Reason of issue of corrigendum
 - o Does the issuance of corrigendum call for change in specifications
 - o If the issues of corrigendum call for change in specification, specify the financial implication towards the change in specification.
 - iii) Does the issue of corrigendum have the prior approval of GGPL?
 - c) Have any queries / clarifications been obtained from bidders (TQ /CQ)? Attach all the communication from PMC and bidder : bidder wise – issue wise
- 3) Bid due date – Techno-commercial Bid opening
 - i) As per original tender
 - ii) Actual
 - iii) Reasons for bid due date extensions if any
- 4) Bidders' response – also mention number of foreign and number of Indian bidders for each of the following:
 - a) List of bidders from whom bids were invited (in case of limited tendering)
 - b) List of bidders who submitted their bid.
 - c) List of bidders who regretted to submit their bid, specifying reasons.
 - d) List of bidders who did not respond, specifying reasons.
 - e) Number of foreign bidders
 - f) Number of Indian bidders
 - g) If case of no Indian bidder, mention reasons.
 - h) Late bids if any
 - i) Late EMD if any

-
- 5) Is there any change in quantities as mentioned in SOR
 - a) Certificate that the quantities are final as on date
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities shall be dealt with.
 - d) Revised cost estimate, if required.
 - e) Prior approval from GGPL for any change in quantities.

 - 6) Deviations
 - a) Technical
 - b) Commercial
 - c) Approval from GGPL for accepting any of the deviations

 - 7) Bid evaluation (comparative Statement)
 - a) Technical
 - b) Commercial

 - 8) Bid validity of acceptable bids

 - 9) EMD validity of acceptable bids

 - 10) Recommendations with specific / discrete / explicit reasons for rejection of bid(s), if any

 - 11) Final Recommendation

 - 12) Has the cost estimate been prepared? State the basis of the estimation .

 - 13) Enclose Original + one copy of techno-commercial bid of all bidders

AWARD RECOMMENDATION - CHECKLIST

Brief details of Bids

Bid document number and revision number

Scope of supply

Mode of tendering

Price Bid opening

Date of approval of PBO.

Date on which price bids were opened

Reasons for delay in more than 3 days

Price bid opening statement.

Bidders' response

List of bidders whose PBO was recommended by PMC

List of bidders whose PBO has been approved by GGPL

List of bidders whose price bids were opened.

If a) and c) are not equal specify reason.

Itemized LANDED price comparative statement with percentage variations from the estimate

Cost Estimate as per format (cost estimate for TBO)

In case variation in the Final Estimate Cost and Recommended cost is more than 10%, the analysis for the variation should be furnished.

If there is any AHR item, it should be indicated clearly with recommendations

In case of OEM / Proprietary item, has the latest standard rate list of the vendor been checked and indicated?

In case quoted rates are lower by 15% from the estimate, have the reasons been specified?

Bid validity and EMD validity of all bids recommended for Price Bid Opening

Final Recommendation along with original EMD of successful bidder with following details:

Award price as compared to the estimate

Inspection agency approved for 3.1.C certification.

Negotiations required if any.

ANNEXURE- 2 (a)**Format for Details of Capitalization**

- a) Name of the Project :
 b) Actual Length of Pipeline :
 c) DFR Estimate :
 d) Scheduled date of completion :
 e) Actual date of commissioning :
 f) Break up Summary of the actual cost of completion:

S No.	Terminal Wise	Amount
1	Survey Cost	
2	ROU	
a.	Crop Compensation	
b.	ROU Compensation	
c.	Permanent Land Acquired	
3	Line pipe	
4	Other materials	
5	PMC	
6	Laying Cost	
7	APGDC's Expenses	
8	Commissioning cost	
9	Other Expenses	
Grand Total		

Enclosed:

- Statement showing variation of actual with DFR cost along with reasons/ remarks
- Commissioning certificate

Date:

Signature of

Project Manager

Guideline on Details of Capitalization

Break up Summary of the actual cost of completion		
1	Survey Cost	District wise Survey costs along with liability if any. In case of bifurcation of common costs amongst different sizes of the pipelines, the basis of allocation along with allocated costs may also be given.
2	ROU	
	a. Crop Compensation *	District wise, village wise Crop compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount to be submitted.
	b. ROU Compensation *	District wise, village wise ROU compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount to be submitted.
	c. Permanent Land Acquired *	District wise village wise Land acquired, Area of the land, whether freehold or leasehold, term of the lease, amount paid, balance yet to be paid with details of onetime payment and / or periodic payments made / to be made is to be enclosed and reconciliation with amount to be submitted.
3	Line pipe	Size wise, spread wise line pipe including coating cost information (Quantitative as well as Amount), paid, liability provided with material reconciliation including pipes issued, consumed, balance surplus, transferred from / to other sites, damaged (if any), allowable wastage, recovery to be made from contractor, retention amount to be given. Reconciliation Statement shall be submitted.
4	Other materials	With reference to store Account document nos., reconciliation showing material transferred from/to other sites, consumed, balance with

		contractors or in GGPL / PMC custody, returned to store, damaged / lost if any.
5	PMC	Details of PMC cost including liabilities as on date of closing of account reconciled with Store Account figures, separately for each size of the pipeline / terminals. Bifurcation of PMC cost for different size wise pipelines, Terminals, Telecoms, SCADA, Cathodic Protection, the basis of allocation and amount allocated shall be given.
6	Laying Cost	Laying cost reconciled with store Accounting, Spread wise including extra works, AHR Items, Substituted Items, PRS and other costs, bifurcated size wise pipeline and other costs for Terminals, Telecom, SCADA & Cathodic Protection along with basis of allocation, if divided common costs, shall be given.
7	GGPL's Expenses *	Details of GGPLs Expenses including liabilities on the date of closing of accounts for each size of pipeline to be given. Further bifurcation into pipeline, terminals, Telecom, SCADA, CP shall be given along with basis of allocation.
8	Commissioning cost	Quantity and Value of Gas vented and other costs, if any during commissioning along with details of working shall be given
9	Other Expenses *	Other expenses not included above along with nature of expenses, details and bifurcation with basis if any
10	Taxes and Duties included in the above costs may be separately indicated.	
11	Statement showing variation of actual with DFR cost along with reasons / remarks may be given.	
12	A copy of the commissioning certificate in the format enclosed	
Remarks	* These figures shall be provided by GGPL to PMC for compiling the statement	

FORMAT FOR CAPITALIZATION CERTIFICATE

REF NO.:

DATE:

CERTIFICATE FOR DATE OF COMMERCIAL USE

(For the purpose of capitalization of the pipeline)

This is to certify that __inch x __ km long pipeline from _____ to _____ for supplying Natural Gas to M/s _____ has been laid and hydro tested. The pipeline has been commissioned on _____ and is ready for commercial use.

The above declaration is however, without any prejudice to the rights of the contractors/ suppliers concerned as stipulated in the various contracts/ purchase orders.

(Project Manager)

CAPITALIZATION OF PIPELINES AS PER PNGRB GUIDELINES

Attachment 1

Project capital cost summary (Capex outflows)

Sl. No.	Description	INR (Indian Rupees)	FE (Foreign Exchange)	Total (*)
A	Plant and machinery			
1	Receiving terminal (see attachment 1(a))			
2	Compressor station (see attachment 1 (b))			
3	Intermediate terminal (see attachment 1 (c))			
4	Delivery terminal (see attachment 1(d))			
5	Pipeline (see attachment 1(e))			
	Sub-total (A)			
B	Engineering costs			
1	Detailed Engineering, procurement, construction, supervision and project management			
2	GST on above			
	Sub-total (B)			
C	Site related costs			
1	Land			

2	Any other (details to be given)			
	Subtotal (C)			
D	GGPL's cost, start-up expenses			
1	Start-up and commissioning expenses			
2	GGPL's management expenses			
	Sub-total (D)			
E	Other costs			
1	Contingencies and escalation			
2	Preliminary and pre-operative expenses			
3	Interest during construction period and financing charges			
4	Margin money for working capital			
	Sub-total (E)			
	Total (A+B+C+D+E)			
	(*) INR + FE converted to INR			
Note: Detailed assumption/ calculations to be given for item E				

CAPITALIZATION OF PIPELINES AS PER PNGRB GUIDELINES

Attachment 1 (a)

Capital cost of Receiving Terminal

Sl. No.	Description	Indian Rupees	FE (Foreign Exchange)	Total (*)	Technical specifications
A	Major items				
1	Scraper traps and pig signaler				Rated capacity as per supplier
2	Metering system				
3	Cartridge filters				
4	Fire protection system				
5	Power supply arrangement				
6	Compressors				Rated capacity as per supplier
7	Any other item (details to be given)				
	Sub-total				
B	Bulk materials				
1	Piping				
2	Electrical				
3	Instrumentation				
4	Any other item (details to be given)				
	Sub-total				
C	Spares (details to be given)				
	Subtotal				
D	Erection				
1	Mechanical				

2	Electrical				
3	Instrumentation				
4	Civil works				
5	Land				
6	Any other item (details to be given)				
	Sub-total				
E	Taxes and duties				
1	Ocean Freight				
2	Customs Duty				
3	Port Handling				
4	Inland Freight				
5	Excise & CST				
6	Works contract tax				
7	Insurance				
8	Any other applicable tax & duty (give details)				
	Sub-total				
	Total (A to E)				
	(*) INR + FE converted to INR				

CAPITALIZATION OF PIPELINES AS PER PNGRB GUIDELINES

Attachment 1 (b)

Capital cost of intermediate terminal

Sl. No.	Description	Indian Rupees	FE (Foreign Exchange)	Total (*)	Technical specifications
A	Major items				
1	Scrapper traps and pig signaler				Rated capacity as per supplier
2	Metering system				
3	Cartridge filters				
4	Fire protection system				
5	Power supply arrangement				
6	Any other item (details to be given)				
	Sub-total				
B	Bulk materials				
1	Piping				
2	Electrical				
3	Instrumentation				
4	Any other item (details to be given)				
	Sub-total				
C	Spares (details to be given)				
	Subtotal				
D	Erection				
1	Mechanical				
2	Electrical				
3	Instrumentation				



4	Civil works				
5	Land				
6	Any other item (details to be given)				
	Sub-total				
E	Taxes and duties				
1	Ocean Freight				
2	Customs Duty				
3	Port Handling				
4	Inland Freight				
5	Excise & CST				
6	Works contract tax				
7	Insurance				
8	Any other applicable tax & duty (give details)				
	Sub-total				
	Total (A to E)				
	(*) INR + FE converted to INR				

CAPITALIZATION OF PIPELINES AS PER PNGRB GUIDELINES

Attachment 1 (c)

Capital cost of delivery terminal

Sl. No.	Description	Indian Rupees	FE (Foreign Exchange)	Total (*)	Technical specifications
A	Major items				
1	Scrapper traps and pig signaler				Rated capacity as per supplier
2	Metering system				
3	Cartridge filters				
4	Fire protection system				
5	Power supply arrangement				
6	Any other item (details to be given)				
	Sub-total				
B	Bulk materials				
1	Piping				
2	Electrical				
3	Instrumentation				
4	Any other item (details to be given)				
	Sub-total				
C	Spares (details to be given)				
	Subtotal				
D	Erection				
1	Mechanical				
2	Electrical				
3	Instrumentation				

4	Civil works				
5	Land				
6	Any other item (details to be given)				
	Sub-total				
E	Taxes and duties				
1	Ocean Freight				
2	Customs Duty				
3	Port Handling				
4	Inland Freight				
5	Excise & CST				
6	Works contract tax				
7	Insurance				
8	Any other applicable tax & duty (give details)				
	Sub-total				
	Total (A to E)				
	(*) INR + FE converted to INR				

CAPITALIZATION OF PIPELINES AS PER PNGRB GUIDELINES

Attachment 1 (d)

Capital cost of Pipelines

Sl. No.	Description	Indian Rupees	FE (Foreign Exchange)	Total (*)	Technical specifications
A	Major items				
1	Survey and soil investigation				
2	Land, ROU and crop compensation				
3	Line pipes				Outer diameter and wall thickness
4	Line materials				
5	Coating and pipe transportation				
6	Pipeline laying				
7	Cathodic Protection				
8	OFC, telecom and tele-supervisory system				
9	SCADA & APPS system				
10	Power Source				
11	Any other material (Details to be given)				
	Sub-total				
B	Minor Items				
1	Ocean Freight				
2	Customs Duty				
3	Port Handling				

4	Inland Freight				
5	Excise & CST				
6	Works contract tax				
7	Insurance				
8	Any other cost (details to be given)				
	Sub-total				
	Total (A + B)				
	(*) INR + FE converted to INR				

ANNEXURE- 3

FORMAT FOR BIO DATA

**Paste
Photograph
Here**

1.	Name						
2.	DOB						
3.	Place of Birth						
4.	Nationality						
5.	Contact Details, Phone No., Email						
6.	Languages Known (Read, Write, Speak)						
7.	Educational Qualifications						
8.	Professional Qualifications						
9.	Affiliations to Professional Bodies						
10.	Professional Experience						
		<i>Organization</i>	<i>From</i>	<i>To</i>	<i>Years</i>	<i>Position</i>	<i>Responsibilities</i>
11.	Computer & Software's Proficiency						
12.	Any Other Information:						

ANNEXURE-3

NON – DISCLOSURE AGREEMENT

This Agreement is made on this _____ day of _____ 2016.

BETWEEN

GAIL(India) Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at GAIL BHAWAN, 16 BHIKAIJI CAMA PLACE, NEW DELHI-110066, India (hereinafter referred to as "GAIL", which expression unless repugnant to the context shall include its successors and assignees) represented by its _____ Mr. _____, of the First Part.

AND

M/s. _____ a Company incorporated under the Companies Act, 1956 having its principal place of business at _____ (hereinafter referred to as "M/s. _____", which expression unless repugnant to the context shall include its successors, assignees and subsidiaries) represented by its (_____ Mr. _____), on the Other Part.

GAIL and M/s. _____ may also be referred to individually as "Party" and collectively as "Parties" herein below.

WHEREAS:

1. GAIL is desirous of appointing M/s. _____ for _____.
2. During the course of the engagement or subsequently disclosure of certain information which is proprietary/ confidential to GAIL may become necessary or desirable.
3. GAIL is willing to disclose such Proprietary/Confidential Information (as defined in Clause 1 below) to M/s. _____ upon the terms and conditions herein set forth and M/s. _____ is willing to maintain the confidentiality of such information disclosed to it by GAIL in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the disclosure of such Proprietary/Confidential Information and upon covenants and promises herein contained, it is agreed as follows:

1. "Confidential Information" shall mean any information, including without limitation, information created by GAIL, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or

proposed methods of operation, accounts, transactions, affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the Parties that all the business process and methods used by M/s. _____ in rendering the services hereunder are the Confidential Information.

2. M/s. _____ shall keep confidential any Confidential Information of GAIL with the same degree of care as it would treat its own confidential information. All the Confidential Information will be used only for the purposes of this Agreement and shall not be disclosed to any third party for any reason whatsoever.
3. At all times during the performance of the Services, M/s. _____ shall abide by all security rules, policies, standards, guidelines and procedures to the extent explicitly applicable information provided and detailed in the tender document. M/s. _____ agrees that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this Agreement and such rules, policies, standards, guidelines and procedures by its employees or agents.
4. M/s. _____ agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of GAIL, except as approved in writing by GAIL, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with GAIL. Notwithstanding the above, M/s. _____ shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that M/s. _____ seeks GAIL with prior written permission of such disclosure. M/s. _____ shall only permit access to Confidential Information of GAIL to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
5. M/s. _____ shall immediately notify GAIL upon discovery of any loss or unauthorized disclosure of the Confidentiality Information.
6. M/s. _____ obligations under this agreement with respect to any portion of GAIL Confidential Information shall terminate when M/s. _____ can document that:(a) it was in the public domain at the time it was communicated to M/s. _____ by GAIL;(b) it entered the public domain subsequent to the time it was communicated to M/s. _____ by GAIL through no fault of M/s. _____;(c) it was in M/s. _____ possession free of any obligation of confidence at the time it was communicated to M/s. _____ by GAIL;(d) it was rightfully communicated to M/s. _____ free of any

obligation of confidence subsequent to the time it was communicated to M/s. _____ by GAIL (e) it was independently developed by M/s. _____; or (e) it was communicated by GAIL to an unaffiliated third party free of any obligation of confidence.

7. Upon termination or expiration of the Agreement, or upon written request of GAIL, M/s. _____ shall promptly return to GAIL all documents and other tangible materials representing the GAIL Confidential Information and all copies thereof.
8. M/s. _____ recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of GAIL disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. M/s. _____ shall not make, have made, use or sell of any purpose any product or other item using, incorporating or derived from any Confidential Information of GAIL.
9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of GAIL by M/s. _____ shall remain the property of GAIL and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by GAIL.
10. M/s. _____ obligations under this Agreement shall be that M/s. _____ shall permanently destroy all GAIL confidential information shared by GAIL over the course of the project, on or before termination of this agreement between parties including but not limited to all documents both in electronic and physical form and shall be binding upon M/s. _____ heirs, successors and assigns. M/s. _____ obligations hereunder shall continue in full force and effect with respect to Confidential Information.
11. This Agreement shall be governed by and construed in accordance with Indian Law without reference to conflict of laws principles. Any Disputes under this Agreement may be referred to the Courts of New Delhi, India, and the parties hereby consent to the exclusive jurisdiction and venue of the Courts in Auraiya (U.P.).
12. This Agreement may not be amended except in writing signed by both parties hereto.
13. M/s. _____ acknowledges that its breach of the Agreement will cause irreparable damage to GAIL and hereby agrees that GAIL shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.



- 14. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 15. M/s. _____ will not assign or transfer rights or obligations under this Agreement without prior written consent of GAIL.
- 16. M/s. _____ shall not export, directly or indirectly, any technical data acquired from GAIL pursuant to this Agreement or any product utilizing any such data to any country for which the Government of India or any agency thereof at the time of export license or other governmental approval without first obtaining such license or approval.

In WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

M/s. _____

GGPL

By:

By:

<NAME><DESIGNATION>

<NAME><DESIGNATION>

Date:

Date:

Address:

Address:

SECTION – V
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 GGPL and Consultant for Services as per this Bid document.

GGPL/OWNER shall mean Godavari Gas Private Limited

GGPL'S REPRESENTATIVE means the person appointed or authorized from time to time by GGPL 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 GGPL 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 GGPL.

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 GGPL, 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 GGPL.

ARTICLE 3.3: GGPL'S REPRESENTATIVE

3.3.1 GGPL shall nominate its Representative(s) who shall be entitled to act on behalf of GGPL 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 GGPL 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 GGPL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with GGPL's consent after getting approved his CV's from GGPL.

GGPL 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 GGPL.

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 : Refer SCC

~~3.5.1 GGPL 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 GGPL 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/RRR is involved, the 40% payment will be divided as follows:—~~

~~—20% on submission and acceptance of final DFR/Report~~

- ~~— 20% on submission and acceptance of EMP/EIA/RRA~~
- ~~— If acceptance is not conveyed within 30 days, it will be presumed to be accepted.~~
- ~~— 3.5.3.2 For Acquisition/Due diligence consultancy cases; the payment terms will be as follows:~~
- ~~— **Stages Payment (%age of lumpsum price)**~~
- ~~— a) On submission and acceptance of draft report 40%~~
- ~~— b) On submission and acceptance of Final report by GGPL 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.~~
- ~~GGPL 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 95% of Project as identified in the scope of work progressively based on Fortnightly invoices~~
- ~~— After close out of Project on completion 5% of job in all respects~~
- ~~— 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), GGPL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.~~
- ~~GGPL 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 GGPL 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 NOT APPLICABLE**~~
- ~~3.6.1 Consultant shall submit to GGPL 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/GGPL 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 GGPL/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: Refer ITB clause no. 13.

~~3.8.1 Consultant shall pay any and all taxes including GST, 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 (CGST & SGST/UTGST or IGST)(CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by GGPL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.~~

~~3.8.3 Consultant will not claim from GGPL any taxes paid by him.~~

~~3.8.4 GGGPL shall deduct Income tax at source at applicable rates.~~

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

3.9.1 GGPL 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.

GGPL 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 GGPL shall have discretion to

proceed with the appointment of the sole Arbitrator. The decision of the GGPL on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

3.11.1 GGPL 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, GGPL may request Consultant to resume the performance of the services, without any additional cost to GGPL.

3.11.5 In case of suspension of work by consultant on GGPL'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 GGPL'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 GGPL 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 GGPL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GGPL 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 GGPL 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 GGPL 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 GGPL harmless and indemnify GGPL 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 GGPL will be property of GGPL.

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

3.14.4 Consultant shall not without the prior written consent of GGPL 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

GGPL 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 GGPL may authorise in writing) after receipt of the default notice from GGPL.

3.16.2 Termination for Insolvency

GGPL 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 GGPL.

3.16.3 Termination for convenience

GGPL 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 GGPL 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 GGPL 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, GGPL 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 GGPL 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 GGPL 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 GGPL'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 GGPL) 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 GGGPL. Upon the request of GGPL, the consultant shall submit for GGPL'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. GGPL, 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 – VI

PRICE SCHEDULE

******PREAMBLE TO PRICE SCHEDULE**

A Price schedule shall be read in conjunction with General Conditions of Contract, Scope of services, Instructions to Bidders of this Bid document.

A) Basis of Prices and Other Rates

The fixed lump sum prices and other rates set forth herein shall be inclusive of all cost, risk and expense, overhead, profit and/or fee related to the satisfactory performance and completion of the Work and all taxes and duties excluding GST. The lump sum prices and other rates shall include any and all costs related to management, design, engineering, tendering, bid evaluation, supervision, attendance at all meetings with Owner / contractors (whether at Owner's premises, Owner's nominated location or Consultant's premises), inspection, testing and quality assurance/quality control of the Work, and Progress monitoring as more particularly described in the Scope of Services, or elsewhere in the Contract. Said lump sum prices and other rates shall include, but not be limited to, the costs of all labour, supervision, management, (including, but not limited to, wages, benefits, payroll, taxes, travel expenses, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges (including those incurred by Owner while in Consultant's offices), general administrative costs of Consultant's operation (including travel, lodging, boarding, transport facility, offices), all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, charges for over-time working (if required), charges for working on holidays (if required), and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the Work and complying in full with the provisions of the Contract, and which are not otherwise set forth or referred to in the Contract as a reimbursable expense. All downtime due to weather and mechanical breakdown shall be to Consultant's account and is deemed to be included in the fixed lump sum prices and other rates.

The quoted price of the bidder shall include, but not limited to the following:

- ❖ Usage of all existing and / or new office infrastructure
- ❖ Usage of all existing and/ or new Computers, hardware, software etc.
- ❖ All Printing , Reproduction , Communication and courier costs
- ❖ Expenses involved in travel (both inland and foreign), boarding, lodging transportation of the Consultant's personnel and incidental expenses
- ❖ Fees paid to any other agency, company, organization, consultant/specialist;
- ❖ Income Tax; any other taxes payable in Consultant's country or payable in India including service tax & Education Cess.
- ❖ Any additional efforts due to Re-engineering, Re-tendering, Re-routing, Revision in tender/ specifications, revision in drawings or execution methodology etc., if required.

In addition to above, the quoted price shall include performance of all activities though not specifically mentioned in tender, but otherwise required for overall completion of the project. Camp facilities, office facilities, vehicles, Communication facilities required for PMC personnel at construction site shall be arranged/ reimbursed by GGPL.

Stores infrastructure facilities shall be arranged by GGPL

ii) **ERRORS AND OMISSIONS**

Bidders shall ensure that there are no errors or omissions in the Priced Bid. All the columns of the price bid are mandatory to be filled –up. In case, there is no amount, “0” (zero) needs to be mentioned. In case any omissions are noticed in the Priced Bid, the Bid is liable to be rejected.

TENDER NO. TENDER NO. : GGPL/KKD/C&P/PMC/2505/04/VS

GODAVARI GAS PRIVATE LIMITED

SCHEDULE OF RATES (SOR)**Project Management Consultancy services for PIPELINE NETWORKS IN EAST & WEST GODAVARI DISTRICTS**

The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.

Sl. No.	Description	UOM	Total Estimated Qty	Quoted Price inclusive of all taxes & duties except applicable GST			
				Unit Price		Total Price	
				Unit Price in figures (INR)	Unit Price in words (INR)	Total Price in figures (INR)	Total Price in words (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	<p>a) PMC for pipeline network of 10" dia & around 8 KM length from Jegurupadu to Morampadu in East Godavari District.</p> <p>Pipeline 10" x 8 KM from Jegurupadu GAIL terminal to Morampadu in East Godavari District. Design of pipeline along with Pig launcher & receiver facilities. Future tap-offs, Sectionalized valves.</p> <p>Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Engineering, Designing, Tendering, Procurement, EPC Contract finalization, Inspection and expediting services, Cost monitoring, Project closeout etc as per details given in the Scope of Work of this Bid document</p>	Lump sum	1				



	<p>b) PMC for pipeline network of 8" dia& around 7 KM length from Koppaka to Eluru in West Godavari District.</p> <p>Pipeline 8" x 7 KM from Koppaka GAIL terminal to Eluru in West Godavari District. Design of pipeline along with pig launcher & reciever facilities. Future tap-off & sectionalized valves.</p> <p>Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Engineering, Designing, Tendering, Procurement, EPC Contract finalization, Inspection and expediting services, Cost monitoring, Project closeout etc as per details given in the Scope of Work of this Bid document</p>	Lump sum	1				
	<p>c) PMC for pipeline network of 8" dia&around 7KM length from Oduru to Ramachandrapuram in East Godavari District.</p> <p>Pipeline 8" x 7 KM from Oduru GAIL terminal to RC Puram in East Godavari District. Design of pipeline along with pig launcher & reciever facilities. Tap-off facilities for RC puram&Mandapeta. Sectionalized valves & future tap-off facilities</p> <p>Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Engineering, Designing, Tendering, Procurement, EPC Contract finalization, Inspection and expediting services, Cost monitoring, Project closeout etc as per details given in the Scope of Work of this Bid document</p>	Lump Sum	1				

	<p>d) PMC for pipeline network of 8" dia & around 5KM length from Tadepalli to Tadepalligudem in West Godavari District</p> <p>Pipeline 8" x 5 KM from Tadepalli GAIL terminal to Tadepalligudem in West Godavari District. Design of pipeline along with pig launcher & receiver facilities. CGS/ metering / Odourization unit facilities at Tadepalligudem outskirts. Sectionalized valves & future tap-offs if any.</p> <p>Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Engineering, Designing, Tendering, Procurement, EPC Contract finalization, Inspection and expediting services, Cost monitoring, Project closeout etc as per details given in the Scope of Work of this Bid document</p>	Lump Sum	1				
	<p>e) PMC for pipeline network of 8" dia & around 4KM length from Vendra to Bhimavaram outskirts in West Godavari District</p> <p>Pipeline 8" x 4 KM from Vendra GAIL terminal to Bhimavara in West Godavari District. Design of pipeline along with pig launcher & receiver facilities. CGS/ metering / Odourization unit facilities at Bhimavaram outskirts. Sectionalized valves & future tap-offs if any.</p> <p>Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Engineering, Designing, Tendering, Procurement, EPC Contract finalization, Inspection and expediting services, Cost monitoring, Project closeout etc as per details given in the Scope of Work of this Bid document</p>	Lump Sum	1				



II	Construction management services which includes but not limited to deployment of construction manpower headed by Resident Construction Manger supported by field construction team to supervise and monitor the pipeline execution work by EPC contractors, store management, commissioning, material reconciliation, As-built document submission etc as per details given in the Scope of Work of this Bid document as per details below:						
(a)	Personnel with 12 or more than 12 years of experience (RCM)	Man months	09				
(b)	Personnel with 8 or more than 08 years of experience (for all the personnel other than defined in 2a above)	Man months	22				
TOTAL= {I(a)+I(b)+I(c)+I(d)+I(e)}+{II(a) +II(b)} (In figure)							
Applicable GST						%	
Grand Total (In figures)							
Grand Total (In words)							
Name of the Company		Name of Authorized Person			Signature with Seal		