



**GAIL (India) Limited**

**Tender for**  
**Appointment of Consultant**  
**for**  
**Swapping of LNG Volumes**

**TENDER NO: GAIL/ND/MKTG/C&P/1401/20049838**  
**(E-Tender No. 8000006447)**

**Quality and Cost Based Selection [QCBS]**

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit our web site <https://etender.gail.co.in> .  
Consultant who wishes to participate should request for user ID and password by  
registering on the website.

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# **SECTION - 1**

## Request for Proposal

**Section 1**  
**Request for Proposal (RFP)**

Tender No. GAIL/ND/MKTG/C&P/1401/20049838

Date: 18<sup>th</sup> April, 2014

M/s .....  
.....

Dear Sir/ Madam,

**Sub: Appointment of Consultant for Swapping of LNG Volumes**

1. GAIL (India) Limited (A Govt. of India Undertaking – A Maharatna Company) invites submission of "online bids" on Open International Competitive Bidding (ICB) basis from eligible Bidders for the subject job under “two-bid system” through “e-Tendering” system at <https://eTender.gail.co.in> in complete accordance with the following details and the Tender document.
2. A firm will be selected meeting Bidders Eligibility Criteria (BEC) and as per Quality-and Cost-Based Selection (QCBS) procedure described in this document.
3. The Tender document / TENDER includes the following documents:
  - Section 1 - Request for Proposal (RFP)
  - Section 1A - Bidders Eligibility Criteria (BEC)
  - Section 2 - Part I - Instructions to Bidders (ITB)
    - Part II – Addendum to ITB- for participation in e-Procurement
  - Section 3 - General Conditions of Contract (GCC)
  - Section 4 - Technical Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 – Special Conditions of Contract (SCC)
  - Section 7 – Schedule of Rates (SOR)
  - Section 8 - Standard Forms of Contract and Annexures
4. Salient features are as under:
  - i. Tender Fee (Non-refundable) :
    - For Indian bidders : INR 12,000
    - For Foreign bidders : USD 200
  - ii. Earnest Money Deposit / Bid Security : Not Applicable
  - iii. Performance Guarantee : Not Applicable

Appointment of Consultant for Swapping of LNG Volumes

- iv. Bid download period : From 18<sup>th</sup> April, 2014 to 09<sup>th</sup> May, 2014 upto 14:00 hrs (IST)
- v. Date & time of pre-bid meeting : 28<sup>th</sup> April, 2014, 1430 hrs (IST)
- vi. Venue for pre-bid meeting & opening of Technical Proposal: GAIL (India) Limited  
GAIL Bhawan  
16, Bhikaiji Cama Place  
R. K. Puram, New Delhi-110066
- vii. Due date & time for submission of bids : 09<sup>th</sup> May, 2014, 1400 hrs (IST)
- viii. Date & time of opening of un-priced bids (Technical Proposal) : 09<sup>th</sup> May, 2014, 1500 hrs (IST)
- ix. Date & time of opening of Price bids (Financial Proposal): Shall be intimated later on to the techno-commercially acceptable Bidders
- x. Contact Persons: : Mr. S. Halder  
Dy. General Manager (C&P)  
E-mail: shalder@gail.co.in  
Ph. No: (+91) 11 2617 2580 Ext. 6248  
Fax : (+91) 11-26185941 Ext. 00502#
- Mr. Vinay Kumar K  
Dy. Manager (C&P)  
E-mail: vinay.k@gail.co.in  
Ph. No: (+91) 11 2617 2580 Ext. 6245  
Fax: (+91) 11-26185941 Ext. 15245#
5. If any of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.
6. The complete Tender document is also available on GAIL's e-Tender website <https://etender.gail.co.in>.
7. Please inform us within 3 days of receipt of this invitation:
- That you have received the Request for Proposal and
  - Whether you will submit a bid / proposal, in the format given in the Tender-Annexure-J
8. Bid must be submitted online through GAIL's "e-Procurement/Tendering" system at <https://etender.gail.co.in>. Bidder shall submit both "Technical Proposal (Un-Priced Bid)" and "Financial Proposal (Price Bid)" through GAIL's "e-Tendering" portal only. Bids submitted in any other form, such as courier / post / in-person / fax email / telegram / telex,

shall not be accepted against this Tender. The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

**PART- I: TECHNICAL PROPOSAL**

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

**PART-II: FINANCIAL PROPOSAL**

Financial Proposal (Price Bid) should contain only the Schedule of Rates (SOR) complete with rates duly filled in and no terms and conditions should be entered in the "Price Bid". "Price Bid" containing any new / fresh condition [not mentioned in the "Un-Priced Bid"] shall be liable for rejection.

9. Bidder(s) are advised to quote strictly as per terms and conditions of the Tender document and not to stipulate any deviation(s)/exception(s). GAIL will appreciate submission of offer based on the terms and conditions in this Tender to avoid wastage of time and money in seeking clarifications on technical and commercial aspects of the offer.
10. GAIL (India) Limited assumes no responsibility for inability of a Bidder to submit bids through GAIL's "e-Procurement / Tendering" system on account of delay in submission at Bidder's end. Bidder shall ensure that they submit the bid well before the due date & time of bid submission". GAIL shall not be responsible if Bidder is not able to submit the bid on account of failure in network / internet connection at Bidder's end. Bidder shall obtain a "Digital Certificate [Class-3B]" on their own and GAIL (India) Limited will be not at all responsible for a Bidder not having acquired the valid "Class-3B Digital Certificate". Bidder may refer to addendum to "Instructions to Bidders [ITB]" for getting a valid "Class-3B Digital Certificate".
11. Bidders may download the Tender document from GAIL's "e-Procurement/Tendering" system at <https://etender.gail.co.in>, and submit the bid, complete in all respect as per terms and conditions of the Tender, online at <https://etender.gail.co.in>, on or before the "Due Date & Time of Bid- Submission", along with an undertaking that the contents of the Tender document have not been altered or modified.
12. Tender document is non-transferable. Bids received from bidders in whose name Tender Fee has been submitted shall only be considered. Bidder must submit the Tender Fee in their name. Tender Fee will be submitted by Bidders as per Addendum to Instruction to Bidders.
13. The Tender fee will be acceptable in the form of Crossed Bank Draft from a first class International Bank or an Indian Nationalized/Scheduled Bank, in favour of GAIL (India) Limited, payable at New Delhi and the same shall be submitted in physical form. Bank Draft shall be valid for a period of at least 3 months.  
The bid of any Bidder uploaded without submission of prescribed Tender fee will be ignored straightway.

Bidders desirous of attending pre-bid meeting are required to submit Tender fee prior to pre-bid meeting.

The foreign bidders can submit Tender fee in US Dollars or Indian Rupees (directly or through their authorized Indian representative).

The firms registered with NSIC (under its single point registration scheme) will be exempted from the Tender fee provided they are registered for the items / services they intend to quote. Micro / Small Enterprises are also exempted from submission of Tender Fee subject to submission of documentary evidence. The Government Department / PSUs will also be exempted from the payment of Tender fee.

14. In the event a particular tender is cancelled, the tender fee will be refunded to respective bidders, wherever applicable.

15. Bidders are required to submit queries to the tender so as to reach GAIL at least 03 days prior to the pre-bid meeting. Queries received prior to the pre-bid meeting in the format provided in the tender shall only be taken-up for providing Clarifications/Replies to the bidders. During the pre-bid meeting, there will be a session to demonstrate GAIL's e-Tendering system, if required, to facilitate bidders to submit the Bid online.

Bidders may depute their authorised representative(s) [not more than 02 persons] for attending pre-bid meeting.

16. GAIL will not be responsible for cost incurred in preparation and submission of bids.

17. Purchase preference to Central Public Sector Undertakings as admissible under the prevailing Government of India policy shall be applicable.

18. The following documents in addition to uploading the bid on the GAIL's e-Tendering website must be submitted in Original in physical form:

- i) Demand Draft towards Tender Fee.
- ii) Power of Attorney
- iii) Integrity Pact

19. This is a ZERO Deviation Tender document. Bidder is to ensure compliance of all provisions of the Tender document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

20. The bidders who are on Holiday list of GAIL/Project Management Consultants of GAIL or black listed by any Government Department / Public Sector Undertaking on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening / evaluation / Award. If the Tender document were issued inadvertently/downloaded from the website, offers submitted by such bidders shall also be not considered for bid opening / evaluation / Award.

21. **SUBMISSION OF SCANNED COPIES OF CERTIFICATES/ DOCUMENTS:**

Bidders are required to submit scanned copies of all certificates / documents along with the other requisite documents through GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in>. Non-submission of scanned copies of requisite certificates / documents shall render the bid non-responsive and shall be liable for rejection.

❖ NOTE:

1. Bidders are requested to fill all Annexures as enclosed in the Tender document. Bidders must digitally sign all the attachments of the Bidding Document using a valid "Class-3B Digital Certificate" of the Bidder.
2. Bidders are requested to go through the document named, "Addendum to ITB" which has been made available in the Tender. This document shall over-ride and supersede any of the clause(s) found contradictory / conflicting elsewhere in the Tender document. This document aims at providing guidelines / instructions to Bidders for submitting their bids through GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in>.
3. Bidders may depute their authorized representative to attend the Un-priced Bid Opening. Bidders selected for opening of their Price Bid shall be suitably informed about the date and time.
4. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not allowed.
5. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender as GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in> will not allow submission of bids once the closing date and time of the Tender [i.e. Due Date & Time of Bid-Submission] is reached.
6. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.
7. Bids should be valid for 3 months from the bid due date.
8. GAIL reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.
9. This Request For Proposal (RFP) is an integral and inseparable part of the enclosed Tender document.
10. IFB, RFP & RFQ mentioned in the tender document shall carry the same meaning. Similarly, ITB and ITC shall carry the same meaning
11. This is not an Order.

for GAIL (India) Limited

(S. HALDER)

Dy. General Manager (C&P)

Phone : (+91) 11-26172580 Ext 6210

Fax : (+91) 11-26185941 Fax Ext 00502#

E-mail : [shalder@gail.co.in](mailto:shalder@gail.co.in)



**NOTICE INVITING TENDER**  
**(OPEN INTERNATIONAL COMPETITIVE BIDDING)**

	<b>GAIL (India) Limited</b> (A Govt. of India Undertaking)
<b>NOTICE INVITING TENDER</b> <b>(OPEN INTERNATIONAL COMPETITIVE BIDDING)</b>	
<b>Tender No. GAIL/ND/MKTG/C&amp;P/ 1401/20049838</b> <b>(E-Tender No. 8000006447)</b>	
GAIL (India) Limited invites bids from eligible bidders for Appointment of Consultant for Swapping of LNG Volumes against Tender No. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) as detailed below: RFP and Tender document available on website from: 18 <sup>th</sup> April, 2014, Date of pre-bid meeting : 28 <sup>th</sup> April, 2014 at 1430 Hours (IST) at GAIL, New Delhi, Due date & time for submission of bid: 9 <sup>th</sup> May, 2014 at 1400 Hours (IST). For further details, please visit our e-tender website ( <a href="https://etender.gail.co.in">https://etender.gail.co.in</a> ), tender website ( <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ) and Government websites. Contact person: DGM (C&P), GAIL, New Delhi, Tel.: (+91) 11 26172580, 26182955 Extn: 6210/6245 <b>Corporate Identification Number: L40200DL1984GOI018976</b>	
<b>Regd. Office : 16, Bhikaiji Cama Place, R. K. Puram, New Delhi - 110066</b>	

**CUT OUT SLIP**

**[For submission of Tender Fee, Power of Attorney & Integrity Pact (in original) as per Tender conditions]**

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

**Tender no. : GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)**

**Item : Appointment of Consultant for Swapping of LNG Volumes**

**Due Date& Time : 09<sup>th</sup> May, 2014 upto1400 hrs.**

**From: To:**

	<b>Mr. S. HALDER Dy. General Manager (C&amp;P) Room No. 210 GAIL (India) Limited 16, Bhikaiji Cama Place R. K. Puram, New Delhi – 110 066 Ph. (+91)11-26182955, Fax. 011-26185941</b>
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## **SECTION – 1A**

### **BIDDERS ELIGIBILITY CRITERIA (BEC)**

The Bidder shall meet the following eligibility criteria:

#### **A) Technical Criteria**

The Bidder must have successfully completed at least one business or feasibility report for a Client in same or separate assignment(s) in last 07 years in each of the following areas:

- a) LNG Sales strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets.
- b) LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources.
- c) LNG shipping optimization strategy and modelling for LNG Liquefaction / Regasification projects / Portfolio LNG players.
- d) Econometric modelling and quantitative analysis for LNG & natural gas sector and price forecasts based on supply-demand, economic, regulatory and supply-chain fundamentals etc.
- e) Commercial due-diligence of LNG supplier (Producer/Portfolio player/Supplier) in performing obligations under a long-term LNG Contract
- f) Transfer pricing assignments involving international transactions.
- g) International Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues

In case, the experience(s) are in the name of the Bidder's Parent/Holding/Affiliate Company(ies) (together defined as "Group Entity(ies)") and they independently or jointly meet the experiences mentioned in the Technical Criteria stated above, the same is also acceptable. In such a situation, the Bidder along with their Parent/Holding as well as Affiliate Company(ies) (as the case may be), shall be jointly and severally liable for the performance of the contract and an Authenticated Declaration in the form of an Agreement to this effect duly signed & stamped by the members shall be submitted along with the bid, as per format (Annexure-N) and the same shall be made a part of the Contract (in the event of award).

For the purposes of bidding,

## Appointment of Consultant for Swapping of LNG Volumes

"Affiliate" means Company / Entity(ies) which owns or is owned by and directly or indirectly controls or is controlled by the Bidder / Parent / Holding Company / Group Entity of the Bidder, where

- a) "Ownership" means the legal and beneficial ownership of more than 26% of the issued and subscribed equity shareholding of the bidder either directly or through a common holding/parent company which owns the majority of the issued and subscribed equity shares of the bidder as well as the affiliate(s);
- b) "Control" means the right to exercise more than 26% of the voting rights on any resolution for the appointment of Directors of the bidder either directly, or through a holding company aforesaid.

### **B) Financial Criteria**

The bidder must have the following minimum annual turnover in any one of the preceding three financial years:-

Foreign Bidder : USD 419,000

Indian Bidder : Rs. 2.50 Crores

**Documents to be submitted by the bidders in support of meeting the above criteria:**

#### **(a) For meeting Technical Criteria:**

The Bidder shall furnish the following documentary evidences along with the Bid for meeting the requirement of Technical Criteria mentioned at A above:

Copies of Work Order(s)/Contract(s)/Agreement(s) (for the "Assignment") issued by the Client showing the scope of work / services, and Completion Certificate/ execution certificate / proof of completion showing reference of work order no. and date, completion date etc. for each of the assignment / job.

OR

Letter/ Certificate issued by the Client on their letterhead showing the scope of work / services, date of completion etc. for each of the assignment / job.

Experience acquired by the Bidder/Group Entity(ies) as a sub-contractor / sub-Consultant can also be considered for qualifying the BEC provided the Bidder/Group Entity furnish the following documents in support of meeting the BEC:

- i) Copy of Assignment(s) issued by Main Consultant(s) to the Bidder/Group Entity(ies) showing the scope of work / services
- ii) Copy of Completion certificate(s) issued by the end User / Owner and also from the Main Consultant / Client in favour of Bidder/Group Entity(ies). The Completion Certificate(s) shall have details like work order no., date, brief scope of work / services, completion date, etc.

A job executed by a Bidder for its own plant/ projects/study cannot be considered as experience for the purpose of meeting the requirement of BEC of the tender. However,

jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.

**For Indian bidder:** All the documents in support of Technical Criteria of BEC should necessary be duly certified by Chartered Engineer and Notary Public with legible stamp.

**For Foreign bidder:** All the documents in support of Technical Criteria of BEC should necessary be duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer / EurEta registered Engineer / Eur Ing or equivalent Registered Engineer of bidder's Country with legible stamp.

Further, supporting documents pertaining to Technical Criteria of BEC should also be certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy / High Commission in bidder's Country. However, member countries of Hague Convention 1961, supporting documents pertaining to Technical BEC certified by 'Apostle' of bidders country shall also be acceptable.

**(b) For meeting Financial Criteria:**

Bidder shall submit following documents in support of meeting Financial Criteria of BEC:

- (i) The bidder shall submit audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the financial criteria specified above. In case of tenders having the bid closing date up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

**For Indian Bidder:** Copy of audited annual financial statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp.

**For Foreign Bidder:** Copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High commission in bidders country. However, member countries of Hague Convention 1961, supporting documents pertaining to financial BEC certified by 'Apostle' of bidder's country shall also be acceptable.

- (ii) "Details of Financial capability of bidder" in prescribed format (Annexure-L) duly signed and stamped by a Chartered Accountant.

**Note:**

In case of foreign bidders submitting the supporting documents pertaining to BEC in a language other than English language, the bidder is required to submit true copies of such documents translated in English duly signed, dated and stamped by Local Chamber of Commerce. Bidder should ensure submission of complete information /documents along with the bid.

# **SECTION - 2**

## **Instructions to Bidders**

Part-I

## Instructions to Bidders

### Definitions

- (a) “GAIL/Owner/Client” shall mean GAIL (India) Limited.
- (b) “Bidder” means the person(s), firm, company or organisation who is under the process of being contracted by Owner for delivery of service. The word is considered synonymous to Consultant.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means the successful Bidder that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause i.e. General Conditions of Contract (GCC/ GC), Special Conditions of Contract (SCC/ SC) and the Appendices/Annexures.
- (e) “FOA” means Fax of Acceptance for notification of Award.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of India unless specified otherwise.
- (h) “Instructions to Bidders” (Section 2 of the RFP) means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal / Bid” means the Technical Proposal and the Financial Proposal along with supporting documents submitted by the Bidder for consideration by the Owner.
- (k) “RFP” means the Request For Proposal being sent by the Client to the shortlisted Bidders for the selection of Consultant.
- (l) “SRFP” means the Standard Request for Proposals used by the Client.
- (m) “Contract Documents” means collectively the Tender Documents, Scope of Work, Schedule of Rates, Letter of Acceptance and such other documents constituting the Tender and acceptance thereof.
- (n) The “Contract” shall mean the Agreement between the Owner and the Consultant for the execution of the assignment / Services.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.

- (o) “Sub-Consultant” means any person or entity with whom the Consultant sub-contracts any part of the Services with due permission of the Client.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **Introduction**

- A GAIL (India) Limited will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Tender.
- B The shortlisted Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment as specified in the Tender. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- C Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Client before submitting a proposal and to attend a pre-bid meeting if one is specified in the Tender. Attending the pre-bid meeting is optional. Bidders should contact the Client’s representative named in the Tender to arrange for their visit or to obtain additional information on the pre-bid meeting. Bidders should ensure that these officials are advised of the visit well in advance to allow them to make appropriate arrangements.
- D The Client will timely provide at no cost to the Consultant the inputs and facilities specified in the Tender, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

### **2.1.0 COST OF BIDDING**

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

### **2.2.0 BID DOCUMENT**

- 2.2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender document. The Request For Proposal (RFP) together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect will be at Bidder’s risk and may result in the rejection of his bid. Bidder must submit the requisite Annexures duly filled in, along with Tender document.



The services required, bidding procedure and Tender conditions are prescribed in the Tender document.

### **2.3.0 CLARIFICATION OF TENDER**

2.3.1 A prospective Bidder requiring any clarification of the Tender document may notify GAIL in writing or by fax or e-mail. GAIL will respond to any request for clarification of the Tender document which it receives not later than 03 days prior to the pre-bid meeting as mentioned in the RFP. GAIL's response (including an explanation of the query but without identifying the source of the query) will be hosted on GAIL website.

### **2.4.0 AMENDMENT OF TENDER**

2.4.1 At any time prior to the bid due date, GAIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document.

2.4.2 The clarification / amendment will be hosted on website of GAIL and Govt. portal and intimation shall be sent to all prospective Bidders and the same shall be binding on them.

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

### **2.5.0 LANGUAGE OF BID**

2.5.1 The bid prepared by the Bidder and all correspondence / drawings / documents relating to the bid exchanged by Bidder and GAIL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied. In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

### **2.6.0 DOCUMENTS COMPRISING THE BIDS**

2.6.1 The Technical Proposal of the bid prepared by the Bidder shall comprise the following:

- a) Bid Form and Schedule of Rates completed in accordance with Articles 2.7.0, 2.8.0 & 2.9.0.
- b) Agreement as per Annexure-F on letterhead of Company, to be submitted along with un-priced bid, in accordance with Article 2.26.0.
- c) Agreed Terms & Conditions duly filled-in as per Annexure - C
- d) Details for compliance of Bidder Eligibility Criteria as per Annexure-L
- e) Format of Disclaimer (Annexure-E), No Deviation Confirmation (Annexure-G), Integrity Pact (Annexure-I), Undertaking reg. confirmation on holiday/banned, no modification of Tender etc. (Annexure-H), Details of Indian agent (Annexure-M),

Agreement amongst bidder, parent / holding company, affiliate(s) etc. (as the case may be) [Annexure-N] and Declaration from CEO /MD / President (Annexure-O)

- f) Power of Attorney on a non-judicial stamp paper / legal document in favour of the person signed the bid / proposal.
- g) Any other information/details required as per Tender

## **2.7.0 BID FORM**

2.7.1 The Bidders shall submit the Bid Form as per format Annexure-A.

## **2.8.0 BID PRICE**

2.8.1 The Bidder shall quote the prices in the Schedule of Rates attached to this Tender.

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

2.8.3 Prices quoted should be inclusive of all taxes, duties, levies etc. in any country including India as applicable under this contract including all costs towards carrying out any surveys, travel, site visits by it's personnel, boarding, lodging, incidental expenses, license fees and payment towards third party charges, if any etc. required for subject job but **excluding Indian Service Tax and Education Cess**. However, applicable rate of Indian Service tax and Education Cess must be indicated separately.

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

2.8.5 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.

In case, it is observed that any of the Bidder(s) has/have mentioned Discount / Rebate separately, the same shall not be considered for evaluation. However, in the event of the Bidder emerging as the Bidder having highest total score, the Discount/Rebate offered by the Bidder shall be considered for Award of Work and the same will be conclusive and binding on the Bidder.

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

### **2.8.7.0 Fixed Price**

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

- 2.8.7.2 Statutory variation in Indian Service Tax & Edu. Cess, if any, within the contractual completion period shall be borne by GAIL. No variation in taxes duties or levies borne by the Consultant inside or outside India other than statutory taxes shall be payable by GAIL.
- 2.8.7.3 Prices shall be written both in words and figures (wherever applicable). In the event of difference, the price in words shall be valid and binding.
- 2.8.7.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. GAIL shall deduct Indian income tax applicable from the payments due to the Bidder under the contract. Bidder is required to provide copy of PAN card and Service Tax registration along with their offer. The details of Service Tax registration and category of Service Tax shall be mentioned by the successful Consultant in their invoice.
- 2.8.7.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel, site visits by its personnel, stay, boarding, lodging, incidental expenses etc. required for Scope of Work.

## **2.9.0 BID CURRENCIES**

- 2.9.1 Bidders may quote their prices in any currency including Indian Rupees and receive payment in such currency. However, currency once quoted will not be allowed to be changed. GAIL will not be compensating bidder(s) for any exchange rate fluctuation.
- 2.9.2 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 2.9.2 and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price and payment will be made accordingly.

## **2.10.0 PERIOD OF VALIDITY OF BIDS**

- 2.10.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period shall be rejected by GAIL as non-responsive.

The Bidder shall not be entitled during the said period of 3 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

- 2.10.2 Notwithstanding Clause 2.10.1 above, GAIL may solicit the Bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

## **2.11.0 FORMAT AND SIGNING OF BID**

- 2.11.1 The Bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern (please refer to Addendum to ITB for e-Tendering cases).

2.11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. (please refer to Addendum to ITB for e-Tendering cases)

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

**2.12.0 PREPARATION & SUBMISSION OF BIDS** (please refer to Addendum to ITB for e-Tendering cases)

2.12.1 Bidder can download the Tender Document from GAIL website. One set of TENDER, shall be submitted duly signed and stamped along with the bid. Documents mentioned in the TENDER shall be submitted along with the bid by the Bidders.

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

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

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

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

2.12.5.1 **PART-I:**

2.12.5.1.1 **Part-I : Technical Proposal (Un-priced Bid)** shall contain original UN-PRICED BID complete with all technical and commercial details with Bid Form & Schedule of Rates identical to Part-II with Prices blanked out.

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

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

1. Bidder’s Profile
2. Power of Attorney on a non-judicial stamp paper/ legal document for the authorized signatory
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Bid Form as per Format Annexure - A.
5. Details of Bidders’ infrastructure in India as well as internationally.

6. Summary of Experience.
7. Profile of consulting resources, whom Consultant plans to associate with GAIL's project.
8. Copy of TENDER along with its addendum/corrigendum, if any duly signed by authorised signatory.
9. Copy of Schedule of Rates (SOR) as quoted by Bidder, however, with prices blanked out duly signed by authorised signatory.
10. Information/Documents/Certificates related to Bidder Eligibility Criteria given at Section-1A while providing details of Annual Turn-over as per format Annexure L
11. Agreed Terms & Conditions as per Annexure-C
12. Disclaimer as per Annexure-E
13. Agreement on the letterhead of the Bidder as per Annexure-F
14. No Deviation Confirmation as per Annexure-G
15. Undertaking reg. confirmation on holiday/blacklist and no modification as per Annexure-H
16. Integrity Pact as per Annexure-I
17. Details of Bank Account (E-Banking Mandate Form) as per Annexure-K
18. Details of Indian Agent as per Annexure-M
19. Agreement amongst bidder, parent / holding company, affiliate(s) etc. as per Annexure-N (as the case may be)
20. Declaration from CEO /MD / President as per Annexure-O
21. Any other information/details required as per Tender document.

#### 2.12.5.2 **PART-II:**

- 2.12.5.2.1 **Part-II: Financial Proposal (Price Bid)** shall be submitted with FULL PRICE DETAILS.

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

**The Part-B "Price Bid" should be uploaded as an SRM attachment at GAIL's e-Tendering portal.**

**Important: Complete Bid in all respect must be digitally signed by e-token of the Bidder.**

#### 2.12.6 **SEALING & MARKING OF ENVELOPE**

- 2.12.6.1 In addition to the documents uploaded in the bid on the GAIL's e-Tendering website, the following documents must be submitted in Original in physical form:

- i) Power of Attorney
- ii) Integrity Pact

The envelope containing the above shall be addressed to GAIL at the following address as per the cut-out slip provided in the Tender:

Dy. General Manager (C&P) #210  
GAIL (India) Limited  
16, Bhikaiji Cama Place,  
R.K. Puram,  
New Delhi – 110066

**2.13.0 BID DUE DATE** (please refer to Addendum to ITB for e-Tendering cases)

2.13.1 Bids must be received at the address specified in the Request For Proposal (RFP) not later than the date and time specified in the TENDER.

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

**2.14.0 LATE BIDS**

2.14.1 Any bid received by GAIL after the bid due date and time prescribed in Request For Proposal shall be rejected.

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

**2.15.0 MODIFICATION AND WITHDRAWAL OF BIDS** (please refer to Addendum to ITB for e-Tendering cases)

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

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

2.15.2 Subject to Article-2.17.4, no bid shall be modified subsequent to the deadline for submission of bids.

2.15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

**2.16.0 OPENING OF BIDS**

2.16.1 The bids will be opened by GAIL at their office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi – 110 066 (India) in the presence of Bidders' representatives (duly authorized

by a competent person and having the Letter of Authority as per Performa at Annexure D), who choose to attend, on date, time and venue as mentioned in the Request For Proposal. The Bidders' representatives, who are present, shall sign a register evidencing their attendance.

2.16.2 The Bidder(s) names and such other details as GAIL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of technical proposal (un-priced bid).

2.16.3 The Bidder's names, prices of Bids and such other details as GAIL, at its discretion, may consider appropriate, will be read out at the time of opening of financial proposal (price bid) of technically and commercially acceptable Bidders.

### **2.17.0 EVALUATION OF BIDS**

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

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

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

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

2.17.4.1 Bids will be evaluated in accordance with the Evaluation Procedure mentioned in the Tender document.

2.17.4.2 Bids will be evaluated as received and no query will be asked from the Bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, GAIL may, at its discretion, ask the Bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.

2.17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-2.19, GAIL will determine substantial responsiveness of each bid to the Tender Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Tender document without material deviations or reservations. GAIL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

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

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

- i) **Scope of Work & Completion Period / Timeline as specified in the Tender**
- ii) **Schedule of Rates**
- iii) **Period of validity of bids as per Article – 2.10 of Instructions to Bidders**
- iv) **Force Majeure as per Article 3.19.0 of GCC**
- v) **Resolution of Dispute/Arbitration as per Article 3.9.0 of GCC and 2.42.0 of ITB**
- vi) **Firm Price as specified in the Tender**
- vii) **Termination of Contract as per Article-3.16.0 of GCC**
- viii) **Payment Terms as specified in the Tender**
- ix) **Integrity Pact**
- x) **Any advance sought by the Bidder**
- xi) **Any other condition(s) specifically stated in the Tender document elsewhere that non- compliance of the clause lead to rejection of the Bid**

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

2.17.4.7 Conditional Bids will be liable for rejection.

## **2.18.0 OPENING OF PRICE BIDS**

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

## **2.19.0 COMPARISON OF BIDS**

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

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

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

2.19.4 The quoted price of the Bidders shall include total price inclusive of all taxes, duties, levies etc. in any country including India as applicable under this contract except Indian service tax and Education Cess.

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

2.19.6 The evaluation of the proposals shall be carried out in two stages: first the quality, and then the cost. Evaluators of Technical Proposals shall not have access to the Financial



Proposals. Financial proposals of acceptable Bidders shall be opened only after carrying out the technical evaluation in full conformity with the provisions of the Tender.

### **2.20.0 CONTACTING GAIL**

2.20.1 Subject to Article 2.17.2, 2.17.3 & 2.17.4.2, Bidder shall not contact GAIL on any matter relating to his Bid, from the time of Bid opening to the time the CONTRACT is awarded.

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

### **2.21.0 INTEGRITY PACT**

#### **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.

A copy of the Integrity Pact as per Annexure- I duly signed & witnessed shall be included in the Bid submitted by the Bidder and the original Integrity Pact shall be sent to GAIL.

2.21.1 Bidder is required to sign the Integrity Pact (as per the draft enclosed with the Tender document), failing which their bid shall be liable for rejection.

The “Principal” means “GAIL (India) Limited” and “Counterparty” means “Vendor / Supplier / Contractor”.

#### **2.21.2 Commitments and obligations of the “counterparty” :**

- (i) 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.
- (ii) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- (iii) The Counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.
- (iv) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- (v) The Counterparty shall inform the Independent External Monitor.
  - a. If it received any demand, directly or indirectly, for a bribe / favor or any illegal gratification / payment / benefit;

- b. If it comes to know of any unethical or illegal payment / benefit;
- c. If it makes any payment to any GAIL associate;
- (vi) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

#### 2.21.3 **VIOLATIONS AND CONSEQUENCES:**

- (i) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program 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.
- (ii) 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 to Counterparty in such cases.
- (iii) 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 Counterparty shall not commit any such violation in future.
- (iv) In addition to above, GAIL reserves its right to initiate to 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.
- (v) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

#### 2.21.4 **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

- i) Shri V. K. Gupta (Email id [vinod102000@yahoo.co.in](mailto:vinod102000@yahoo.co.in))
- ii) Shri Naresh Narad
- iii) Shri Anil Kumar

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

#### 2.22.0 **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

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

2.22.3 Bidder if so desires, may seek in writing the reasons for rejection of their bid, to which GAIL shall respond quickly.

### **2.23.0 NOTIFICATION OF AWARD**

2.23.1 Prior to the expiration of period of bid validity, GAIL will notify the successful Bidder in writing or by fax / e-mail, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Acceptance (FOA).

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

### **2.24.0 ACCEPTANCE OF ORDER**

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

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

### **2.25.0 INCOME TAX LIABILITY**

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

### **2.26.0 AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE TECHNICAL PROPOSAL OF THE BID**

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

### **2.27.0 INVOICE AND PAYMENT**

2.27.1 All payments against the contract shall be released by GAIL, New Delhi. The invoices must be addressed to Engineer-In-Charge mentioned in the FOA / LOA for certification and forwarding the same to the paying authority mentioned as under:

DGM (F&A-Mktg)  
GAIL (India) Limited  
16, Bhikaiji Cama Place,  
R. K. Puram, New Delhi – 110 066

**2.27.2** The Consultant shall submit separate invoice(s) in duplicate in respect of the Fees / Charges to the Engineer-In-Charge/ Executive-In- Charge of GAIL. The Invoice shall indicate and/or include the following details/ documents:-

- (a) Address of the Consultant.
- (b) Permanent Account Number (PAN) issued by the Indian Tax Authorities
- (c) Bank Name and Account No. / NEFT No etc.
- (d) Service Tax Registration Number (In case of Consultant having an establishment in India)
- (e) An undertaking (in case of a foreign Consultant) that the foreign Consultant does not have and is not likely to have during the tenure of the Contract a permanent establishment or a fix base in India.
- (f) In case the foreign Consultant has or likely to have a permanent establishment in respect of any financial year (April to March) during the tenure of this Contract, the foreign Consultant shall furnish a certificate issued under section 197 of the Indian Income Tax Act by the Indian Tax Authorities for determining the applicable rate of TDS.

**2.27.3** In case the Consultant has an establishment in India, the Consultant shall submit the Cenvetable Invoice indicating the Fees / Charges payable and the amount of applicable Indian Service Tax and Cess payable thereon. In such situation, the Consultant having an establishment in India shall be responsible to deposit the Service Tax etc with the statutory authority (ies) in India.

**2.27.4** In case the Consultant does not have an establishment in India, applicable Indian Service Tax and Cess thereon shall be payable and deposited by GAIL with the statutory authority (ies) on behalf of the Consultant.

**2.27.5** GAIL shall make the payment of invoices which is free from any deficiencies within thirty days (15 days) of receipt thereof from the Consultant.

**2.27.6** All fees / Charges due as per the Contract shall be payable to the Consultant in the quoted currency. Currency once quoted shall not be allowed to change. Wherever it shall be necessary to determine the Indian Rupee equivalent of any foreign currency for the purposes of determining and making payments to the Consultant, the conversion shall be made at the latest RBI Reference rate as available / published one day prior to the date of payment(s).

## **2.28.0 GAIL'S BANKERS**

GAIL's Bankers are:

STATE BANK OF INDIA,  
HDFC BANK,  
ICICI BANK

### **2.29.0 SUBMISSION OF FORGED DOCUMENTS:**

- 2.29.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit (as applicable).
- 2.29.2 In case, the information / document furnished by the vendor/Contractor/Consultant forming basis of evaluation of his bid is found to be false /forged after the award of the contract, GAIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor/Consultant without any prejudice to other rights available to GAIL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 2.29.3 In case this issue of submission of false document comes to the notice after execution of work, GAIL shall have full right to forfeit any amount due to the vendor/contractor/Consultant along with forfeiture of CPBG/Security Deposit furnished by the vendor/Contractor/Consultant.
- 2.29.4 Further, such vendor/contractor/Consultant shall be put on Banning list/Holiday List of GAIL debarring them from future business with GAIL.

### **2.30.0 CONFLICT OF INTEREST**

- 2.30.1 The Consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The Consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.
- 2.30.2 GAIL policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of GAIL. Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below:
- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by GAIL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.

- b. Conflict among consulting assignments: Neither Consultants (including their personnel and sub-Consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultants. As an example, Consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-Consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

2.30.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.30.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

2.30.5 **Unfair Advantage:** Fairness and transparency in the selection process require that Consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed Consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

### **2.31.0 Fraud and Corruption**

2.31.1 GAIL requires that Consultants participating in GAIL's Projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, GAIL:

2.31.2 Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “Obstructive practice”
  - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (b) acts intended to materially impede the exercise of the Employer’s inspection and audit rights

2.31.3 GAIL will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

2.31.4 GAIL will sanction a Consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GAIL contract.

### **2.32.0 Proposal Validity**

The Tender indicates how long Bidders’ Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

### **2.33.0 Technical Proposal Format and Content**

Bidders are required to submit a Full Technical Proposal (FTP) as specified in the Terms of Reference. Bidders may provide comments and suggestions, if any, on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. The above comments and suggestions, if any, should be incorporated into the description of the approach and methodology.

A description of the approach, methodology and work plan for performing the assignment shall be submitted by the Bidder covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule.

- a) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- b) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment. The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff. However, the same shall not have any impact on the quoted lump sum prices
- c) CVs of the Professional staff signed by the staff themselves and the authorized signatory.

### **2.34.0 Financial Proposals**

2.34.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive. The Financial Proposal for lump sum prices shall be prepared using all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office) (b) expenses such as translation, report writing, secretarial expenses etc. Hourly rate and out of pocket expenses shall be quoted by the bidder as mentioned in Section 5 & 6 of the Tender.

2.34.2 **Taxes** : The Consultant may be subject to various taxes (including but not limited to value added or sales tax, social charges or income taxes on resident & non-resident Foreign Personnel, duties, fees, levies) which will solely be borne by the Consultant. The lump sum prices quoted by the Consultant shall be inclusive of all taxes and duties in any country including India except Indian Service Tax and Edu. cess. Indian Service tax and Edu. cess thereon shall be payable extra at actuals against cenvatable invoice.

### **2.35.0 Evaluation of Technical Proposals**

2.35.1 The bidders are required to meet Bidder Eligibility Criteria (BEC) of the Tender. In addition, the evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section-4 of the Tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Tender.



2.35.2 The Client shall evaluate each technical proposal taking into account several criteria as mentioned under “Technical Criteria” at Section 4 of Tender document. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores. The points and the criterion have been specified in Section 4 (Technical Proposal).

The Bidders are required to score minimum 75% technical points (quality) to qualify for opening of financial proposal.

The ratio of weight towards quality and cost shall be 80 : 20.

For example, if the combined technical score is 80, financial score is 90, then the total score (S) works out to

$$S = 80 \times 0.8 + 90 \times 0.2 = 82$$

### **2.36.0 Public Opening & Evaluation of Financial Proposals**

After the technical evaluation (quality) is completed, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR and the Financial Proposals of such Bidders will not be opened.

The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, the date, time and place set for opening the Financial Proposals, to enable the Bidders to attend the opening of the Financial Proposals.

The Financial Proposals shall be opened publicly in the presence of representatives of the Bidders who choose to attend. The name of the Bidder, the technical points, and the prices quoted shall be read out by the Client.

The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals shall be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= amount of Financial Proposal

#### **Combined Quality and Cost Evaluation**

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.8

Fw= weight assigned to financial score i.e. 0.2

Generally, the successful applicant shall be the applicant having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score shall be ranked first.

The firm obtaining the highest rank shall be invited for negotiation.

**2.37.0** If required, negotiation will be held with the first rank Bidder at the date and address to be communicated by GAIL at appropriate time. Negotiations will include a discussion in respect of TOR, methodology, staffing, employer's input and Special Conditions of Contract. Such discussions shall not change the substance of the bid including original scope of work/ services. The final TOR and agreed methodology shall be incorporated in the "Description of Services" which form part of the Contract.

If the negotiations with the selected first rank Bidder fail, the employer/owner shall cancel the bidding process and re-invite the bids.

### **2.38.0 Availability of Professional staff/experts**

The selected firm shall not be allowed to substitute key staff, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were included in the proposal without confirming their availability, the firm may be disqualified. The key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff initially proposed. During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by the Client, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

### **2.39.0 Award of Contract**

After completing negotiations, the Client shall award the Contract to the selected Bidder/Consultant.

### **2.40.0 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall be disclosed to the Bidders who submitted the Proposals to the extent mentioned in the Tender and the same shall not be disclosed to other person(s) not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of GAIL's fraud and corruption policy.

### **2.41.0 Pre-bid Meeting**

2.41.1 The Bidder or his authorized representative(s) is advised to attend pre-bid meeting as per details given in "Request for Proposal". The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage by the Bidders including site visits, if any.

- 2.41.2 The Bidder is requested to submit any queries/clarification/information pertaining to bidding documents in writing delivered by hand or by fax and through e-mail as per format of this Tender document so as to reach at least 2 days prior to date of pre-bid meeting.
- 2.41.3 GAIL's responses to Bidder's queries/ clarifications will be furnished as expeditiously as possible. Any modification of the Tender document, which may become necessary as a result of the pre-bid meeting/ queries/ clarifications, shall be conveyed through issue of an Addendum/Amendment/Corrigendum to Tender document.

#### **2.42.0 DISPUTE RESOLUTION**

Clause no. 3.9 of GCC have been modified to the extent that the following provision "Dispute Resolution Clause" shall be part of said clause:

- 2.42.1** 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 dispute through conciliation. A copy of the said rules made available on GAIL's website [www.gailonline.com](http://www.gailonline.com) for reference. Unless otherwise specified, the matter where decision of the Engineer-in-Charges is deemed to be final and binding as provided in the agreement and the issues/ disputes which cannot be mutually resolved with a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 2.42.2** Any dispute(s)/ difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this agreement shall be settled in accordance with the aforesaid rules.
- 2.42.3** In case of any dispute(s)/ difference(s)/issue(s), as mentioned above, 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.
- 2.42.4** 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.
- 2.42.5** 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 to other Party(ies) accordingly.
- 2.42.6** 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 as per the provisions of arbitration clause. For the purpose of this Article, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

**2.42.7** The cost of Conciliation proceeding 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.

**2.42.8** The Parties shall freeze claims (s) of interest, if any, and shall not claim the same during pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceeding shall stand terminated on the date of the Settlement Agreement

#### **2.43.0 CENVAT / VAT CREDIT**

Bidders shall provide cenvatable invoice to enable GAIL to obtain cenvat credit of Indian Service Tax paid as per Indian Service Tax rules.

#### **2.44.0 PROFESSIONAL LIABILITY**

The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

#### **2.45.0 AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE**

**2.45.1** GAIL would prefer to deal directly with the Consultants abroad without involving any Indian Agent. But in case they decide to have their Agent/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Representative/ Retainer/ Associate in India.

**2.45.2** In the event bidder is having Agent/ Representative/ Retainer/Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Representative /Retainer/Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/ Representative/ Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GAIL. Such remuneration/commission will be paid by GAIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GAIL. Failure to give such information will lead to rejection of the offer.

**2.45.3** The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/principal and their Agent/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission & fee.
- (iv) Permanent Income Tax number of Agent / Representative / Retainer / Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent / Representative / Retainer / Associate.

**Note: Tenders which do not comply with the above stipulations are liable to be ignored.**

**2.45.4** Overseas bidder should send e-bids directly. E-Bids sent through Agent / Representative / Retainer / Associate will not be recognized. Agent / Representative / Retainer / Associate of the overseas manufacturers / suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent / Representative / Retainer / Associate has a power of attorney / letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of Tender documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney / letter of authority is submitted to GAIL in advanced for scrutiny and acceptance or otherwise

#### **2.46.0 CONVERSION TO SINGLE CURRENCY**

To facilitate evaluation and comparison, the Owner will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bill selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

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

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

Dy. General Manager (C&P) #210  
GAIL (India) Limited,  
16, Bhikaiji Cama Place,  
R. K. Puram, New Delhi – 110 066 (India)

Part-I

**Instructions to Bidders for participation in e-Procurement**

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

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

**1.0 How to submit On-line Bids/Offer electronically against E-Procurement Tenders?**

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

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

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

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

Vendors/Bidders must go to e-Tender website <https://etender.gail.co.in> and logon using their user Id and password. In the case of vendors not possessing the User Id

and Password, they can access through Guest Login as guest. This facilitates viewing of Tenders in display mode in Collaboration folder (C Folder). If the vendor desires to download the NIT and attached e-Tender at this stage, he may download the same for viewing free of cost.

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

### **3.0 PARTICIPATION IN BID, REQUEST FOR USER ID and PASSWORD:**

To participate in Bid submission, it is Mandatory on the part of Vendors to have User ID and Password. To obtain User ID and Password Vendor/Bidder must open <https://eTender.gail.co.in> site and perform the following steps:

- i) Click on button Request User ID (For new Bidders)
- ii) Fill the on line form and submit. Ensure that the email address given in the form is valid and active. If you have already been provided with the Vendor Code of GAIL, please mention the 10 digit Vendor code in specified field, otherwise leave blank.
- iii) Ensure that all the mandatory fields (identified with a star mark) are filled in application form for User ID creation.

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

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

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

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

Vendors are advised to apply for user id at least 7 days prior to the last date of bid submission in their own interests. User ids shall be given within 4 days subject to condition that information furnished by the Bidder is complete in all respect. GAIL shall not be responsible for any delays in allocation of user id/password and the ensuing consequences including but not limited to timely submission of bids.

## WHAT IS A DIGITAL SIGNATURE?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates. Documents which are signed digitally are legally valid documents as per the Indian I T Act (2000).

### 4.0 WHY IS A DIGITAL SIGNATURE REQUIRED?

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

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

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

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

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

### 6.0 STEPS FOR OBTAINING DIGITAL CERTIFICATE :

Digital Certificate can be obtained by the following steps:

- i) Visit the site of the licensed CA\* using internet browser.
- ii) Apply online for a class 3B Digital Certificate for the designated individual with the name of Organization. Ensure the Digital Certificate is legally valid in India.
- iii) For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.
- iv) Use the class 3B Digital Certificate thus obtained for online bidding on GAIL e-Procurement site.



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

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

**7.0 PRE-BID CONFERENCE/PRE-BID MEETING:**

GAIL will not be seeking any clarifications after opening of bids, as such clarifications, if any, are to be sorted out during the pre-bid conference.

Any queries in connection with the bid should be raised in manner specified elsewhere in the Tender Document. Replies to the queries shall be deliberated/discussed during the pre-bid conference and the same shall be posted on the portal to enable viewing by all. Further, during the pre-bid conference, GAIL may also arrange demonstration of the e-Procurement portal to the vendors present and who maybe interested in attending the same.

**8.0 TENDER FEE:** Shall be applicable as per Request for Proposal (RFP)/ Invitation for Bids (IFB) of Tender. Scanned copy of Tender Fee must be uploaded as part of un-priced e-bid.

**9.0 EARNEST MONEY DEPOSIT (Not applicable to this Tender)**

Bidders are required to submit the EMD in original in the prescribed formats and in the manner prescribed in the Tender at the time of bid submission in Part –C (Sealed Envelope) on or before the final date fixed for submission of bids, failing which the bid will be rejected irrespective of their status/ranking in Tender and notwithstanding the fact that a scanned copy of EMD was earlier uploaded/submitted by the Bidder.

**10.0 SUBMISSION OF DOCUMENTS:**

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/Tender in the e-Procurement (C-Folders) site only. However, documents specified to be submitted physically viz: EMD, Solvency Certificate, Power of Attorney etc. need to be submitted in a sealed envelope (Part-C) in accordance with the method described in RFQ. Bidder shall ensure that all the documents relevant to bid are uploaded in time, failure to upload the same before bid submission date is the sole responsibility of Bidder. Under no circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.

**Note:**

- 1) Vendor is required to save/store their bid documents for each item into their computers before submitting their bid into e-Tender box.

- 2) A separate attachment is provided for filling the Rates for Works Tenders.

Inadvertently, if a document is uploaded in C Folder by the Bidders, such document can be deleted by the Bidder and in its place a new/modified document can be uploaded. The new/modified document will be required to be signed digitally. Where two similar documents are existing in the folder, the latest version of the document shall only be taken into cognizance for evaluation and earlier versions shall be ignored.

It is advised that the Bidder uploads small sized documents preferably (upto 2 MB) at a time to facilitate in easy uploading into e-Procurement site. GAIL does not take any responsibility in case of failure of the Bidder to upload the documents within specified time of Tender submission.

### **11.0 PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:**

The Prices along with related conditions shall be filled online in the Price bid Screen and format. Prices should not be submitted in a sealed envelope, GAIL shall not be responsible in any way for failure on the part of the Bidder to follow the instructions. Un-priced techno-commercial bid documents should be placed in the private area earmarked in the C-folder.

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

The Authenticity of above digital signatures shall be verified through authorized CA after bid opening and in case the digital signature is not authorized/valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same by responsible persons who can bind the Bidder. Power of attorney of the signatory, issued by the bidding company should be submitted along with other documents as per Tender conditions in physical form.

### **12.0 PRICES:**

The Bidder needs to enter the prices and conditions strictly as per the format provided. No new conditions shall be added by the Bidder.

### **13.0 SUBMISSION AND OPENING OF BIDS:**

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

#### **14.0 LAST DATE FOR SUBMISSION OF BIDS:**

System does not allow for submission of bids after the bid submission deadline is over. However, if the Bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.

Vendors/Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Windows operating system and an internet Web Browser version Internet Explorer V6.0 or higher recommended.

#### **15.0 Proxy:**

If you are unable to access GAIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port 443 and Port 8443 should be enabled on your proxy/firewall for HTTPS connectivity. Dial-up internet connectivity without Proxy settings is another option.

# SECTION - 3

## General Conditions of Contract (GCC)

**ARTICLE 3.1.0: DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3.2.0: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to GAIL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

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

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

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

**ARTICLE 3.3.0: GAIL'S REPRESENTATIVE**

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

**ARTICLE 3.4.0: CONSULTANT'S REPRESENTATIVE**

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

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

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

**ARTICLE 3.5.0: PAYMENT TERMS**

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

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

3.5.3 Payment terms will be as follows:

**3.5.3.1 For all consultancy jobs for preparation of reports,**

Payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

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

- 40% on submission & acceptance of final report.

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

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

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

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

### 3.5.3.2 For Acquisition/Due diligence consultancy cases

Payment terms will be as follows:

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

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

GAIL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

### 3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS

Payment terms shall be as follows:

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices 95%
- After close out of Project on completion of job in all respects 5%

### 3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), GAIL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- GAIL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between GAIL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

**ARTICLE 3.6.0: PERFORMANCE GUARANTEE**

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

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

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

**ARTICLE 3.7.0: CONFIDENTIALITY**

3.7.1 Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by GAIL without the prior written consent of GAIL.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

**ARTICLE 3.8.0: TAXES AND DUTIES**

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

3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by GAIL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

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

3.8.4 GAIL shall deduct Income tax at source at applicable rates.

**ARTICLE 3.9.0: RESOLUTION OF DISPUTES / ARBITRATION**

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

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



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

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

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

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

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

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

### **ARTICLE 3.10.0: LEGAL CONSTRUCTION**

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

### **ARTICLE 3.11.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES**

- 3.11.1 GAIL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, GAIL may request Consultant to resume the performance of the services, without any additional cost to GAIL.
- 3.11.5 In case of suspension of work by Consultant on GAIL's request for more than 10 days, demobilization and remobilization charges will be paid to Consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

**ARTICLE 3.12.0: PRICE REDUCTION SCHEDULE (PRS)**

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 GAIL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GAIL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GAIL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GAIL in the matter of applicability of price reduction shall be final and binding.

**ARTICLE 3.13.0: ASSIGNMENT**

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

**ARTICLE 3.14.0: INDUSTRIAL AND INTELLECTUAL PROPERTY**

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

**ARTICLE 3.15.0: LIABILITIES**

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

## **ARTICLE 3.16.0: TERMINATION OF CONTRACT**

### **3.16.1 Termination for Default**

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

### **3.16.2 Termination for Insolvency**

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

### **3.16.3 Termination for convenience**

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

## **ARTICLE 3.17.0: MODIFICATION**

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

## **ARTICLE 3.18.0: CONTRACT/AGREEMENT**

The notification of award along with agreement on non-judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

## **ARTICLE 3.19.0: FORCE MAJEURE**

Shall mean and be limited to the following:

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

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

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

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

### **ARTICLE 3.20.0: RECTIFICATION PERIOD**

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

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

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

### **ARTICLE 3.21.0: SUB CONTRACT**

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GAIL. Upon the request of GAIL, the Consultant shall submit for GAIL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the Consultant shall remain fully responsible for the performance of services under the CONTRACT.

### **ARTICLE 3.22.0: NOTICES**

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

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

### **ARTICLE 3.23.0: ACQUISITION OF DATA**

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

# **SECTION - 4**

## Technical Proposal – Standard Forms

### Technical Criteria

Bidders are required to fill up data against sub- criteria of sl. no. 1, 2 & 3 for evaluation by GAIL and to provide requisite details in Tables/formats provided. Bidders may use separate sheets, if required.

S. No.	Criteria	Points	To be provided by Bidder in separate sheet(s) for evaluation by GAIL
<b>1</b>	<b>Relevant Experience of the Company</b>	<b>40</b>	
a	Number of Assignments Completed on econometric modeling and quantitative analysis in last 7 Years for LNG & Natural gas sector and price forecasts	5	
b	Number of Assignments Completed in last 7 Years on LNG shipping optimization strategy and modeling for LNG Liquefaction projects / Regasification Projects /Portfolio LNG players	5	
c	Number of Assignments Completed in last 7 Years on LNG Sales strategy for LNG Liquefaction projects /Portfolio LNG players to different global markets	5	
d	Number of Assignments completed in last 7 Years on LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources	5	
e	Number of Assignments completed in last 7 Years involving Negotiations of LNG Sales and Purchase Contracts	5	
f	Number of Assignments completed in last 7 Years on Commercial due diligence of a Seller/buyer in performing obligations under a long term LNG Contracts	5	
g	Number of Assignments Completed in last 7 Years on international Taxation transactions covering issues of Double Taxation Avoidance Agreement (DTAA) & Withholding Tax issues.	5	
h	Number of Assignments Completed in last 7 Years on Transfer pricing assignments involving international transactions	5	
<b>2</b>	<b>Experience of Consultants</b>	<b>40</b>	
a	Experience on econometric modeling and quantitative analysis for LNG & Natural gas sector and price forecasts	5	
i	No. of Consultants with relevant experience in 2.a	3	

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ii	Total Years of Experience of these Consultants	2	
b	Experience on LNG shipping optimization strategy and modeling for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players	5	
i	No. of Consultants with relevant experience in 2.b	3	
ii	Total Years of Experience of these Consultants	2	
c	Experience on LNG Sales strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets	5	
i	No. of Consultants with relevant experience in 2.c	3	
ii	Total Years of Experience of these Consultants	2	
d	Experience on LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources	5	
i	No. of Consultants with relevant experience in 2.d	3	
ii	Total Years of Experience of these Consultants	2	
e	Experience on Negotiations of LNG Sales and Purchase Contracts completed	5	
i	No. of Consultants with relevant experience in 2.e	3	
ii	Total Years of Experience of these Consultants	2	
f	Experience on Commercial due diligence of a Seller/buyer in performing obligations under a longterm LNG Contracts	5	
i	No. of Consultants with relevant experience in 2.f	3	
ii	Total Years of Experience of these Consultants	2	
g	Experience on international Taxation transactions covering issues of Double Taxation avoidance Agreement(DTAA) & Withholding Tax issues. Also specify the countries involved in such assignments completed.	5	
i	No. of Consultants with relevant experience in 2.g	3	
ii	Total Years of Experience of these Consultants	2	
h	Experience on Transfer pricing assignments involving international transactions. Also specify the countries involved in such assignments completed.	5	
i	No. of Consultants with relevant experience in 2.h	3	
ii	Total Years of Experience of these Consultants	2	

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<b>3</b>	<b>Methodology and Work Plan</b>	<b>20</b>	
a	Quality of Approach and Methodology proposed	10	
b	Robustness of workplan to meet quality and timelines of deliverables	10	
<b>Total</b>		<b>100</b>	



## **EXPLANATION OF PARAMETERS UNDER TECHNICAL CRITERIA**

### **1. Experience in LNG business & competency**

#### **a. Number of Assignments Completed during last 7 Years on econometric modeling and quantitative analysis for LNG & natural gas sector and price forecasts by itself or through affiliate / parent companies**

Total number of consultancy assignments completed related to econometric modeling and quantitative analysis for LNG & natural gas sector and price forecasts completed by the bidder including through affiliate or parent company during last 7 Years. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table A.

#### **b. Number of assignments related to LNG shipping optimization strategy and modeling completed for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players during last 7 Years by itself or through affiliate / parent companies,**

Total Number of consultancy assignments related to LNG shipping optimization strategy and modeling for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players completed by the bidder during last 7 Years including through affiliate or parent company. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table B.

#### **c. Number of assignments related to LNG Sales strategy completed for LNG Liquefaction projects / Portfolio LNG players to different global markets during last 7 Years, by itself or through affiliate / parent companies**

Total number of consultancy assignments related to LNG Sales strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets completed during last 7 Years by the bidder (through affiliate or parent company also). Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table C.

#### **d. Number of assignments related to LNG Purchase strategy completed for LNG Importers / Portfolio LNG players from different supply sources during last 7 Years, by itself or through affiliate / parent companies**

Total number of consultancy assignments related to LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources during last 7 Years by the bidder (through affiliate or parent company also). Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table D.

**e. Number of assignments involving Negotiations of LNG Sales and Purchase Contracts completed during last 7 Years, by itself or through affiliate / parent companies**

Total Number of assignments involving Negotiations of LNG Sales and Purchase Contracts completed during last 7 Years, by itself or through affiliate / parent companies. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table E.

**f. Number of assignments involving Commercial due diligence of a LNG Seller/Buyer in performing obligations under a long-term LNG Contracts by itself or through affiliate or parent companies**

Total Number of assignments involving Commercial due diligence of a LNG supplier Seller/Buyer in performing obligations under a long-term LNG Contracts completed during last 7 Years, by itself or through affiliate / parent companies. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table F.

**g. Number of Assignments on international Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues along with the list of countries involved in such assignments, completed during last 7 Years, by itself or through affiliate / parent companies**

Total Number of Assignments on international Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues along with the list of countries involved in such assignments completed during last 7 Years, by itself or through affiliate / parent companies. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table G.

**h. Number of Assignments on Transfer pricing assignments involving international transactions along with the list of countries involved in such assignments,, completed during last 7 Years, by itself or through affiliate / parent companies**

Total Number of Assignments on Transfer pricing assignments involving international transactions along with the list of countries involved in such assignments, completed during last 7 Years, by itself or through affiliate / parent companies. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table H.

**2. Experience of the Consultants who are the full-time employees of the firm**

**a. Experience of Consultants on econometric modeling and quantitative analysis for LNG and natural gas sector and price forecasts**

The Bidder is required to calculate the total experience of the Consultants on econometric modeling and quantitative analysis for LNG and natural gas sector and price forecasts and submit

the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table I.

**b. Experience of Consultants on LNG shipping optimization strategy and modeling completed for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players**

The Bidder is required to calculate the total experience of the Consultants on LNG shipping optimization strategy and modeling completed for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table J.

**c. Experience of Consultants on LNG Sales strategy completed for LNG Liquefaction projects / Portfolio LNG players to different global markets**

The Bidder is required to calculate the total experience of the Consultants on LNG Sales strategy completed for LNG Liquefaction projects / Portfolio LNG players to different global markets and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table K.

**d. Experience of Consultants on LNG Purchase strategy completed for LNG Importers / Portfolio LNG players from different supply sources**

The Bidder is required to calculate the total experience of the Consultants on LNG Purchase strategy completed for LNG Importers / Portfolio LNG players from different supply sources and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table L.

**e. Experience of Consultants on Negotiations of LNG Sales and Purchase Contracts completed**

The Bidder is required to calculate the total experience of the Consultants on Negotiations of LNG Sales and Purchase Contracts completed and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table M.

**f. Experience of Consultants on Commercial due diligence of a LNG Seller/Buyer in performing obligations under a long-term LNG Contracts**

The Bidder is required to calculate the total experience of the Consultants on Commercial due diligence of a LNG Seller/Buyer in performing obligations under a long-term LNG Contracts completed and submit the same, certified by their authorized signatory. Details in terms of client

name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table N.

**g. Experience of Consultants on international Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues. Also specify the countries involved in such assignments completed.**

The Bidder is required to calculate the total experience of the Consultants on international Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues along with the countries involved in such assignments completed and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table O.

**h. Experience of Consultants on Transfer pricing assignments involving International Transactions. Also specify the countries involved in such assignments completed.**

The Bidder is required to calculate the total experience of the Consultants on Transfer pricing assignments involving International Transactions along with the countries involved in such assignments completed and submit the same, certified by their authorized signatory. Details in terms of client name, address, contact person, contact no., job title, year of completion, certified by the authorized signatory of the firm, have to be provided in the format given in Table P.

**Note: GAIL reserves the right to ask the bidders to show the documents with respect to the information provided at Table A to P or verify the same, if felt necessary.**

### **3. Methodology & Work-Plan**

The Consultant shall make a detailed presentation to GAIL on the approach and methodology to be adopted for carrying out the study in line with detailed scope of work. The Consultant shall also present to GAIL about the robustness of work plan to ensure quality and timely completion of assignment. The date for the above presentation shall be intimated to the bidders separately in advance before opening of the price bids.

#### **a. Quality of approach and methodology proposed for this project**

The Consultant shall separately mention the following:

- i) Approach and methodology proposed for taking up this consultancy assignment
- ii) Bidder's global resources to be utilized for various activities of the scope of work.
- iii) Plan and methodology to be followed for having one to one discussions with Potential Partners/ Portfolio players.

#### **b. Robustness of work plan to ensure quality and timely completion of assignment**

Consultant should indicate the following:

- i) Organogram for this assignment including support staff
- ii) Responsibility of each team member
- iii) Weekly schedule
- iv) Mechanism of getting inputs / information available elsewhere within Consultant's global resources
- v) Methodology of taking inputs from external experts
- vi) Sources of information / inputs and mechanism of analysis for generating requisite outputs
- vii) Review at each stage by Consultant experts
- viii) Review of work-in-progress as and when required by GAIL
- ix) Any other details that Consultant may like to mention

**Table - A**

**Number of Assignments on econometric modeling and quantitative analysis for LNG & natural gas sector and price forecasts completed during last 7 Years**

SI No.	Client Name	Country	Address	Topic of Assignment	Dates of assignment		Contact Persons of client	Contact No & Email
					Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table B**

**Number of Assignments on LNG shipping optimization strategy and modeling for LNG Liquefaction projects /Regasification Projects / Portfolio LNG players competed during last 7 Years**

SI No.	Client Name	Country	Address	Topic of Assignment	Dates of assignment		Contact Persons of client	Contact No & Email
					Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - C**

**Number of Assignments on LNG Sales strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets completed during last 7 Years**

SI No.	Client Name	Country	Address	Topic of Assignment	Dates of assignment		Contact Persons of client	Contact No & Email
					Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date



**Table - D**

**Number of Assignments on LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources Completed during last 7 Years**

SI No.	Client Name	Country	Address	Topic of Assignment	Dates of assignment		Contact Persons of client	Contact No & Email
					Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - E**

**Number of Assignments involving Negotiations of LNG Sales and Purchase Contracts completed during last 7 Years**

SI No.	Client Name	Country	Address	Topic of Assignment	Dates of assignment		Contact Persons of client	Contact No & Email
					Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table -F**

**Number of Assignments involving Commercial due diligence of a Seller/buyer in performing obligations under a long-term LNG Contracts during last 7 years**

Sl No.	Client Name	Country	Address	Topic of Assignment	Countries Involved	Dates of assignment		Contact Persons of client	Contact No & Email
						Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - G**

**Number of Assignments on international Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax issues along with the list of countries involved in such assignments during last 7 Years.**

Sl No.	Client Name	Country	Address	Topic of Assignment	Countries Involved	Dates of assignment		Contact Persons of client	Contact No & Email
						Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - H**

**Number of Transfer pricing assignments involving International transactions along with the countries involved in such assignments during last 7 Years.**

SI No.	Client Name	Country	Address	Topic of Assignment	Countries Involved	Dates of assignment		Contact Persons of client	Contact No & Email
						Start	Completion		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - I**  
**Number of Assignments on econometric modeling and quantitative analysis for LNG and natural gas sector completed by Consultant(s)**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments on econometric modeling and quantitative analysis for LNG and natural gas sector (nos of assignments)	Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address

Signature of Authorized Signatory  
Name  
Designation  
Date

**Table - J**

**Number of Assignments on LNG shipping optimization strategy and modeling for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players completed by Consultant(s)**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments on LNG shipping optimization strategy and modeling on (nos of assignments)			Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address
					LNG Liquefaction Projects	Regasification Projects	Portfolio LNG Players		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - K**

**Number of Assignments on LNG Sales strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets Completed by Consultant(s)**

Sl No	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments on LNG Sales strategy to different global markets on		Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address
					LNG Liquefaction Projects	Portfolio LNG Players		

Signature of Authorized Signatory

Name

Designation

Date



**Table - L**

**Number of Assignments on LNG Purchase strategy for LNG Importers / Portfolio LNG players from different supply sources completed by Consultant(s)**

Sl No	Consultant Name	Designation	Qualification	Total years of experience	No. of completed Assignments on LNG Purchase strategy from different supply sources on		Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address
					LNG Importers	Portfolio LNG players		

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - M**

**Number of Assignments involving Negotiations of LNG Sales and Purchase Contracts completed by Consultant(s)**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments involving Negotiations of LNG Sales and Purchase Contracts (Nos of assignments)	Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - N**

**No of assignments involving Commercial due diligence of a Seller/buyer in performing obligations under a long-term LNG Contracts**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments involving Negotiations of LNG Sales and Purchase Contracts (Nos of assignments)	Title of the Project(s)	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - O**

**Number of Assignments involving International Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax along with the countries involved in such assignments completed by Consultant(s)**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments on International Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax ( Nos of assignments)	Title of the Project(s)	Countries Involved	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

**Table - P**

**Number of Transfer pricing assignments involving international transactions along with the countries involved in such assignments completed by Consultant(s)**

Sl No.	Consultant Name	Designation	Qualification	Total years of experience	Number of completed assignments on Transfer pricing assignments involving International transactions ( Nos of assignments)	Title of the Project(s)	Countries Involved	Name of Clients served, Year of Assignment & Contact person's Name, contact number & Address

Signature of Authorized Signatory  
 Name  
 Designation  
 Date

## **SECTION - 5**

### **Terms of Reference**



## **1. Back Ground:**

1. GAIL (India) Limited (hereafter referred as “GAIL”) has contracted 3.5 MMTPA of LNG Volumes on a FOB basis for a period of 20 Years from Train – 4 of the Sabine Pass Liquefaction Facility in Cameron Parish, Louisiana, US.
2. Further GAIL vide its US affiliate GAIL Global (USA) LNG LLC has signed a terminal service agreement for 2.3 MMTPA liquefaction capacity for 20 years from Dominion Cove Point LNG facility in Chesapeake Bay in Lusby, Maryland, US. GAIL’s US affiliate is in the process of tying up feed gas supplies and upstream pipeline capacity to export 2.3 MMTPA equivalent LNG. GAIL (India) Limited shall be subsequently purchasing the 2.3 MMTPA volumes on FOB basis for 20 Years from its US affiliate.
3. GAIL intends to swap 2-3 MMTPA of LNG volumes from its US Portfolio with one or more counterparties’ LNG portfolio which shall help optimize shipping lengths between sources and intended destinations, quantity losses in transit, shipping risks, and trading gains, if any. The accruing benefits may be shared between the parties involved, the detailed mechanism of which shall be finalized through discussions. Broadly the transaction can be summarized as ***“Other party shall purchase LNG from GAIL, FOB in US (Sabine/Cove Point/Both) and deliver an equivalent quantity of LNG (as adjusted for transportation fuel, boil-off and heel for transportation) to GAIL, DES at Indian Ports for a term period and prices to be finalized through discussions”***.
4. GAIL is simultaneously finalizing the shipping arrangements required to fulfill its obligations under these contracts and the final decision is expected to be made in Q3’2014.
5. In this connection, GAIL has initiated discussions with few prospective parties to gauge their interests in entering into such a long-term swapping arrangement. Based on preliminary feedback, GAIL shall be entering into detailed discussions with few counterparties to finalize the swapping arrangements by Q3’2014.
6. GAIL intends to hire a Commercial Consultant to develop a commercial framework for the swapping opportunity mentioned above and also assist GAIL during discussions with these counterparties in a time bound manner.

## **2. Objective**

To engage a Commercial Consultant to develop a commercial framework for the swapping 2-3 MMTPA of LNG volumes from GAIL’s US portfolio with LNG portfolio of one or more counterparties, considering its benefits and advantages, risks associated with such swap and their mitigation plans; assist in shortlisting counterparties & negotiating the definite agreements to be executed with those counterparties.

### **3. Scope of Work:**

With respect to the above opportunity, the Commercial Consultant shall be required to provide broad services to GAIL encompassing but not limited to the following scope of work:

#### **A. Analysis of World LNG Market; Providing Comprehensive view on Swapping; and Development of Complete Swap Structure:**

- i) Analysis of future outlook of North American gas market based on supply-demand fundamentals, economic and regulatory outlook, and impact of export of North American LNG volumes etc. over 25 years starting from Year 2016.
- ii) Analysis of existing Swapping arrangements in terms of optimization undertaken by various LNG Suppliers/Portfolio players including the modalities, shipping arrangements, benefits derived, risk associated & commercial documents involved.
- iii) Economic and competitive analysis of swapping US volumes from Sabine Pass and Dominion Cove vis-à-vis transporting directly to India elaborating benefits; advantages and dis-advantages; risks and uncertainties (in terms of Shipping optimization, factoring in boil-off, chartering rates & price arbitrage) taking into cognizance of world LNG markets and shipping industry dynamics over 25 years starting 2016 (including analysis of prospective markets for US LNG; shipping routes, costs, prices). The analysis to also include:
  - a. Calculation of shipping costs from Sabine Pass and Dominion Cove Point to the prospective markets including India for 25 years starting from 2016. The shipping model shall be provided in editable worksheet (MS EXCEL) format.
  - b. Quantitative calculations elaborating financial benefits/savings through swapping of US LNG volumes with different LNG supply sources (existing and upcoming) and different prospective markets/countries (existing and upcoming) vis-à-vis shipping directly to different ports in India for 25 years starting from 2016, which shall be provided in editable worksheet (MS EXCEL) format. An illustration of this model for swapping shall be provided for three (03) major LNG portfolio players.
  - c. Above analysis should consider the impact of LNG price indices (e.g. HH; NBP; Brent; JCC) as forecasted for 25 years starting from 2016 based on supply-demand, economic, and regulatory considerations under three scenarios (Base, optimistic and pessimistic). Such forecasts shall also be provided in editable worksheet (MS EXCEL) format.
- iv) Calculating incentive for swapping of LNG from Qatar to Japan and LNG from Australia to India. The Consultant shall suggest viability of such exercise along with required



operational and contractual changes (including amendment in destination flexibilities) required for such swaps.

- v) Identification of and suggesting measures to deal with transfer pricing issues w.r.t:
  - a. Purchase of LNG by GAIL from its US subsidiary on FOB basis from US
  - b. Sale of LNG by GAIL/GAIL's US subsidiary to GAIL's Singapore subsidiary on FOB basis from US
  - c. Sale of LNG by GAIL / GAIL's US subsidiary to Counterparty on FOB basis from US
  - d. Purchase of LNG by GAIL from Counterparty on DES basis at India
  - e. Any other possible transfer pricing issues and mitigating measures
- vi) Recommendation report on feasibility of swapping over long-term period; various possible options of such swaps; merits & demerits of each of these options.
- vii) Identification of the key risks and benefits from the commercial, technical, operational, regulatory, taxation and any other standpoints as applicable/envisaged in swapping volumes from US Market (Risk & benefit Analysis) & suggestions for their risk mitigation plans. Such risk mitigation plans to specifically include safeguard measures for both the parties in event of default of obligations and Force Majeure. Taxation Analysis shall include tax benefits available to GAIL under International Treaties & Double Taxation Avoidance Agreement (DTAA) of India, Singapore and USA. Any incongruousness in tax laws that needs to be taken care of by GAIL should also be highlighted.
- viii) Developing a due-diligence methodology to carryout economic and competitive analysis based upon reputation, capabilities & capacities of Counterparties, strategic consideration; sustainability for undertaking swapping over long-term period; and any other relevant parameters along with justification for selection of these parameters.
- ix) Suggest and develop the necessary contracts to be executed for undertaking the swapping arrangement in line with international practice.
- x) Preparation of standardized template for inviting offers from interested parties covering the nature of offer, duration of swap, price structuring, contractual terms etc. This standardized template offer document, to be sent to Counterparties, shall include (i) the binding term-sheets necessary for Sale of FOB volumes in US, purchase of DES volumes for deliveries in India, and the interlinking agreement (incorporating operational issues such cargo scheduling, Force Majeure; Default events, Title & risk transfer, taxation, payment, credit support etc.) or (ii) binding agreements as recommended by the Consultant & accepted by GAIL. During this exercise under A.ix, a co-coordinator from Consultant's side would be required to be present in GAIL office, New Delhi. These binding term-sheets/agreements shall be later converted into definitive agreements with selected Counterparties.

- xi) The Consultant is required to coordinate, provide necessary commercial inputs/information and interact constantly with Legal Counsel and/or other Consultants, if any, engaged by GAIL during the development of such contracts.

**B. Evaluation of offers from Counterparties; Negotiation assistance during discussions with Counterparties for finalization of swapping agreements; Recommendation on in-house capabilities required by GAIL for operationalization of the Swap contracts over long-term:**

- i) The Consultant would assist GAIL at interaction meetings with Counterparties which shall be organized before and after issuing of offer document, if required. Any comments & queries received from Counterparties at such meetings shall be reviewed by the Consultant and would be suitably incorporated, if required, in consultation with GAIL.
- ii) Suggest on the methodology to be adopted with comprehensive criteria for evaluation of Swapping offers received.
- iii) Evaluate the offers received from Counter Parties & recommendation for selection of interested party/parties based on the received offers.
- iv) The Consultant is required to coordinate, provide necessary commercial inputs/information and interact constantly with Legal Counsel and/or other Consultants, if any, engaged by GAIL during the discussions with counterparties, and subsequent revisions to contract agreements. During this exercise under B.iv, a co-coordinator from Consultant's side would be required to be present in GAIL office, New Delhi
- v) Assistance to GAIL during Negotiations/Meetings with counter Parties on all commercial agreements as part of the Swap deal as and when required by GAIL.
- vi) To deliberate and provide recommendations on the in-house resources and capabilities required by GAIL for operationalizing the swap agreements over its contractual term.
- vii) Presentations to be made to GAIL's team, as and when requested by GAIL, in relation to this project.
- viii) Notwithstanding the above, presence of the Consultant in GAIL office, New Delhi would be sought by GAIL as and when required.

**4. Key Deliverables:**

- i) The Consultant shall prepare and submit final report in soft copy in editable format covering the various aspects pertaining to Paragraphs 3.A (i) to 3.A (v) in scope of work above within 05 weeks from date of Award of Contract.
- ii) The Consultant shall prepare the standardized template offer document for receiving offers from Counterparties covering the various aspects pertaining to Paragraphs 3.A.(vi) to 3.A.(ix) of scope of work above within 08 weeks from date of award of Contract in soft copy in editable format.

- iii) The Consultant need to carry out the key deliverables for 4(i) & 4(ii) in parallel for which the necessary resources shall be deployed by the Consultant at its own cost and detailed plan for the same shall be submitted to GAIL.
- iv) The Consultant will assist GAIL and other Consultants appointed by GAIL in preparing and submitting the necessary agreements to be executed for undertaking the swapping arrangement in line with international practice.
- v) Any suggestions/observations of GAIL, Counterparties, and other Consultants engaged by GAIL shall be suitably reviewed and incorporated in the reports, presentations and agreements from time-to-time, if required.
- vi) The Consultant shall evaluate the offers received from Counterparties and provide recommendations about way forward, selection of partner and corresponding volumes to swap etc. based on its benefits and risks mitigation in a time-bound manner as required by GAIL.
- vii) The Consultant will assist GAIL during Negotiations/Meetings with Counterparties on all commercial agreements as part of the Swap deal as and when required by GAIL.
- viii) Consultant should provide details of Organizational capacity required for GAIL for operationalizing the selected option.
- ix) Consultant should make a final presentation and provide a final report to GAIL's team covering all the aspects of the Scope of the work at the end of the project. The same shall be shared with GAIL in soft copy in editable format.
- x) As mentioned under paragraph 3.0 above, a co-coordinator from Consultant's side would be required to be present in GAIL office, New Delhi from time to time at its own cost.

#### **5. Completion Period:**

- i) The time period for submission of reports by the Consultant shall be as indicated in clause 4 above.
- ii) Notwithstanding the time period as indicated above, the Consultant shall complete the job in time so as to meet the requirements set by the GAIL, other Consultants engaged by GAIL and its Counterparties from time to time for successfully completing the Transaction.
- iii) The tentative duration of the Contract shall be one (1) year from the Award of Contract or till the assignment is completed, whichever is earlier.

#### **6. General:**

- i) The Consultant is required to coordinate, provide information and interact constantly with Legal Advisor and / or other Consultants, if any, engaged by GAIL during the term of the agreement.

#### Appointment of Consultant for Swapping of LNG Volumes

- ii) The Consultant may be asked to make presentations to the appropriate authorities in Indian Govt. and / or to the Board of GAIL and/or to GAIL management team including meeting(s) through Tele Conference / Video Conference/ in person at New Delhi, India.
- iii) Where insufficient information has been made available to formulate a view on any of the areas identified in relation to the opportunity, the Consultant will provide an independent assessment based on its industry knowledge and experience.
- iv) The above scope of work is illustrative & not exhaustive and may vary depending on the progress of the work/scheme of negotiation/ discussions with the Counterparties as well as the nature of deal and include such other activities and performance that are generally and normally involved and expected in such international assignments. If required, GAIL may make a written request to the Consultant to carry out any additional services which in the opinion of GAIL is not covered in the Scope of Work. Such requirement would be carried out at the man hourly rate mentioned in the Schedule of Rate (SOR). Also, other evaluation / due diligence may be required to be undertaken after GAIL succeeds in closing the Transaction. Such requirement would be carried out at the man hourly rate mentioned in SOR limited to a period of 1 year beyond GAIL executing the definitive agreements with the Counterparties.
- v) The Consultant on GAIL's request (or) after taking prior approval from GAIL, may be required to travel to any place for which the Consultant shall be paid out of Pocket expenses related to air travel, boarding & lodging (hotel expenses & meals) only against production of documentary evidence subject to the cap of out of pocket expenses quoted by the bidder, except for expenses towards travel to New Delhi.
- vi) The Bidder shall be required to name the key personnel including the team leader and other team members for the proposed job and also submit their detail CVs in their bids. The proposed team members shall possess experience in representing its client on econometric modeling and quantitative analysis for LNG & natural gas sector and price forecast, LNG shipping optimization strategy and modeling for LNG Liquefaction projects / Regasification Projects / Portfolio LNG players, LNG Sales and purchase strategy for LNG Liquefaction projects / Portfolio LNG players to different global markets, Commercial due-diligence of LNG supplier (Producer/Portfolio player/Supplier) in performing obligations under a long-term LNG Contracts, Transfer pricing assignments involving international transactions and International Taxation transactions covering issues of Double Taxation avoidance Agreement (DTAA) & Withholding Tax etc. The team members once nominated shall not be changed during the execution of the project without prior approval of GAIL

# **SECTION - 6**

## Special Conditions of Contracts (SCC)

## **Special Conditions of Contract**

### **GENERAL**

- A The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these 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 CONTRACT so far as it may be practicable to do so.
- B Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- C In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Acceptance along with Annexures
  - ii) Fax of Acceptance
  - iii) Schedule of Rates
  - iv) Special Conditions of Contract
  - vi) Instructions to Bidders / Terms of Reference
  - vii) General Conditions of Contract
  - viii) Other applicable Standards

### **1.1 TIME SCHEDULE FOR THE ASSIGNMENT**

The tentative duration of assignment would be for One Year from the date of Fax of Acceptance (FOA) or as otherwise decided by GAIL, however the Consultant has to continue till the assignment is completed and the deliverables can be divided as follows:

1. Kick off meeting: To be held within 01 (One) week of FOA.
2. Presentation and submission of final report to GAIL under 3.A(i) to 3.A(v) of scope of work (Analysis of World LNG Market and Comprehensive view on Swapping) within 05 (Five) weeks from the date of FOA.
3. Consultant would be required to prepare of standardized template offer document (with necessary binding agreements) as mentioned in 3.A.(vi) to 3.A.(ix) of scope of work within 08 (Eight) weeks from the date of FOA.
4. Evaluation of offers from Counterparties and submission of recommendations as per the timelines stipulated by GAIL
5. Assistance to GAIL during negotiations with Counterparties on all commercial agreements as part of the Swap deal as and when required by GAIL

6. Presentation to GAIL as and when required by GAIL.

**Note:**

The time of completion shall be reckoned from the date of notification of award, i.e. date of issue of Fax of Acceptance.

**1.2 DELIVERABLES**

Consultant shall submit a report covering all areas as per scope of work above, duly supported by its own analysis, models, maps, plates and figures. Assumptions considered should be clearly spelt out along with the basis of such assumptions.

- Reports should comply with all the points mentioned in the scope of work.
- Comments from GAIL on the reports, Comments of GAIL, Counterparties and other Consultants on the swapping agreements should be appropriately reviewed and suitably addressed in final reports and swapping agreements as and when required.
- All reportable deliverables should be submitted in four hard copies and two soft copies in CD/ pen drive including dynamic soft copy of quantitative; economic and financial models. The Consultant shall also give rights for usage of their proprietary tools to enable GAIL to modify/ amend, if required.
- The Consultant shall ensure confidentiality and authenticity of evaluation of data.

**1.3 OBLIGATIONS OF CONSULTANT / GUIDELINES**

- Consultant shall be responsible to collect all data required for the Preparation of this report.
- Consultant to review the information collected and the rationale thereof before using the same in the Report.
- Consultant shall nominate a single point of responsibility that shall be the nodal point for all communication to be sent by GAIL to Consultant.
- The back-up information created by Consultant during various evaluations shall also be submitted to GAIL separately.
- The venue for all meetings / presentations to GAIL shall be GAIL Corporate office in New Delhi.

**1.4 OUT OF POCKET EXPENSES AND BLENDED HOURLY RATE**

Out of Pocket Expenses (OPE) shall be reimbursed by GAIL at actual, subject to cap on OPE quoted by the bidder at item sl. no.2 of the SOR, against production of documentary evidence. OPE shall include expenses for air travel, board & lodging (hotel expenses, meals), etc.

OPE shall be payable only during travel of the personnel for carrying out any job as per the scope of work or beyond the scope of work of the Tender (if any) except for any travel of the Consultant to New Delhi, India for scope of work of

the Tender. OPE for any travel of the Consultant to New Delhi, India as per the scope of work of the Tender shall be included in the quoted lumpsum prices at item sl. no. 1 of SOR. Prior approval of GAIL must be taken each time by the Consultant for the visit and the number of person(s) likely to Travel.

The hourly rate shall be payable to carry out any additional services beyond the Scope of Work as mentioned at Section 5 of the Tender. For the purpose of price evaluation, the quoted blended hourly rate (at item sl. no. 3 of SOR) for 160 manhours would be considered. Still if the bidder(s) quote hourly rate for different levels / specialisation separately, an arithmetic average of the same shall be used for the purpose of bid evaluation and award, solely at the discretion of GAIL and the same shall be final and binding on the Bidder.

## **1.5 INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES**

- 1.5.1 GAIL agrees to indemnify and hold harmless, the Consultant from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "claim") and any and all losses, damages, costs (collectively "losses") which relate to or arise directly from the Information provided by GAIL under this Contract . Such claim and/ or losses shall be reimbursed by GAIL in line with the resolution of dispute as provided in the Tender.
- 1.5.2 The Consultant agrees to indemnify and hold harmless, GAIL from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "claim") and any and all losses, damages, costs (collectively "losses") which relate to or arise directly from the opinion, recommendations, advice(s), provided by the Consultant under the Contract. Such claims and/ or losses shall be reimbursed by the Consultant in line with the resolution of dispute as provided in the Tender.
- 1.5.3 In the event that the Consultant has the opportunity to settle any claim(s) with a third party, which in the opinion of GAIL has a bearing on the Contract and / or implication to GAIL, it will not do so without prior written consent of GAIL, which consent shall not be unreasonably withheld. GAIL will not agree to any settlement of, compromise or consent to the entry of any judgment in or other termination of any claim (each and collectively, a "Settlement") in respect of which indemnification could be sought hereunder unless (i) such Settlement includes an unconditional release of each Indemnified Party from any liabilities arising out of such action and does not include any findings of fact or admissions of culpability as to the Indemnified Party and (ii) the Parties agree that the terms of such Settlement shall remain confidential.
- 1.5.4 The Consultant shall at all times keep GAIL informed of all material developments in relation to any claim, litigation, proceeding, investigation etc. in respect of which it is indemnified hereunder and shall consult with GAIL in good faith in relation thereto.
- 1.5.5 The Consultant hereby represents and warrants that the advice, recommendation, opinion, assistance, information or material provided by the Consultant shall represent the Consultant's best judgement on sound and rationale basis after due application of diligence on facts and material made



available and provided by Gas Supplier and/or external Consultants and or GAIL and or obtained by the Consultant that may be required for the Services and be correct, true, justified, realistic. The Consultant shall be liable for any loss to GAIL in case of any breach of above representation, save in cases where the Consultant has relied upon the information provided by GAIL and to the extent it is determined to be erroneous by a court of competent jurisdiction.

1.5.6 The Consultant hereby represents and warrants that after the Effective Date, it shall not take or fail to take any action which would affect the performance of its obligations under the Contract or may cause a conflict of interest in relation to the interest of GAIL and / or to the Contract including the Transaction. For member firms of the Consultant's group company which are not involved or to be involved directly or indirectly under the Services, the Consultant shall provide an assurance that it has in place policies and procedures to identify consider and manage potential conflicts of interest in relation to the Contract and shall keep GAIL informed about such conflict of interest before taking up any such assignment.

**1.6 MODIFICATIONS TO GCC:**

1.6.1 Clause No. 3.6.0 (Performance Security), 3.11.5 (Demobilisation & Remobilisation), 3.12.0 (Price Reduction Schedule) and 3.23.0 (Acquisition of Data) of GCC shall not be applicable.

1.6.2 Clause 3.7.0 (Confidentiality) of GCC is replaced by the following:

- a. GAIL and the Consultant agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by GAIL to the Consultant and vice versa. Further, the Consultant and GAIL agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, GAIL (India) Limited or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of the other Party.
- b. The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire after 24 months from termination or completion of service

1.6.3 Clause No. 3.5.3 (sub-clause of Payment Terms) of GCC stands modified to the extent as mentioned below:

SI No.	Stage	Amount
1	On receipt and acceptance of final report on 3.A(i) to 3.A(v) of Scope of Work	15% of lump sum price quoted against item no. 1 of SOR
2	On Preparation of standardized template for inviting offers from interested parties & methodology for bid	25% of lump sum price quoted against item no. 1 of SOR

Appointment of Consultant for Swapping of LNG Volumes

	evaluation as per Part 3.A(vi) to 3.A(ix) of Scope of work	
3	On invitation of the Request for Proposal(RFP)	10% of lump sum price quoted against item no. 1 of SOR
4	Evaluation of the Offers received from counterparties and Recommendations to GAIL Management	20% of lump sum price quoted against item no. 1 of SOR
5	Assistance to GAIL in negotiation, finalization & execution of swap deal with counter Party(ies) or till the end of the Term of Contract Period, whichever is earlier	30% of lump sum price quoted against item no. 1 of SOR

If acceptance/comments are not conveyed within 30 days, it will be presumed that report is accepted.

The Consultant shall submit monthly bill for reimbursement of Out of Pocket Expenses and man-hourly services (if any).

GAIL shall endeavor to make payments within 15 days of receipt of Invoice subject to it being in order.

1.6.4 Clause no. 3.8.0 (Taxes & Duties) of GCC is modified to the extent mentioned below:

- (i) The quoted price shall be inclusive of all taxes & duties in any country including India except Indian Service Tax. Indian Service Tax & Edu. Cess shall be payable extra at actual against documentary evidence.
- (ii) Any statutory variation in Indian Service Tax & Edu. Cess within Contractual Completion period shall be payable by GAIL.
- (iii) GAIL shall deduct Income tax at source at applicable rates.

1.6.5 Clause no.3.14.2 (sub-clause of Industrial & Intellectual Property) of GCC is modified to the extent mentioned below:

Upon signing of a Contract, Consultant shall grant GAIL a limited, non-exclusive, non-transferable, non-assignable, right and license to use any Deliverables under the Contract for internal business purposes only for GAIL (a Public Sector Undertaking under Govt. of India) and it's discussion with/ presentation to Govt. of India. GAIL may only refer to or distribute the Deliverables externally upon Consultant's prior written approval. Unless permitted, in no event shall GAIL sell, lease, transfer, sublicense, or otherwise make available, or permit access to the Deliverables or any portion thereof to any third party.

1.6.6 Clause no. 3.15.0 (Liabilities) is modified to the extent mentioned below:

Notwithstanding any other provisions, except only in cases of willful misconduct, gross negligence and criminal acts, neither the Consultant nor GAIL shall be liable to each other, in Contract, tort or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

1.6.7 Clause no.3.20.2 (Rectification Period) of GCC is modified to the extent mentioned below:

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

No deviation from such conditions shall be made without GAIL's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by GAIL) will be performed in a good and workmanlike manner.

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 30 days of observance of mistake.

# **SECTION - 7**

## Schedule of Rates

**Please refer SRM attachment for details**

**To be submitted by Bidder as an SRM attachment**

## **SCHEDULE OF RATES**

**Tender No: GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)**

**Job: Appointment of Consultant for Swapping of LNG Volumes**

**Name of the Bidder:**

SL. NO	DESCRIPTION	Unit	Currency of Quote	Amount inclusive of all taxes & duties in any country including India but exclusive of Indian Service tax & Edu. Cess	
				In figures	In words
1.	Lump sum Consultancy charges for Providing services as per Scope of Work and other conditions mentioned in the Tender.	Lump sum			
2.	Cap on Out of Pocket expenses	Lump Sum			
3.	Hourly Fees as per blended man-hourly rate mentioned in Section 5 & 6 of Tender document. (160 man-hours would be considered for the purpose of price evaluation)	Man-hour rate			
4	Total [1+ 2+ (3*160)]				

**NOTE:**

1. Bidders are required to refer Section 5, Section 6 & SOR carefully while filling up the prices in the SOR. The prices / rates are to be submitted strictly in the SOR failing which the bid is liable for rejection.
2. Bids will be evaluated based on sum total of SOR sl. no. 1, 2 and 3 considered together and applicable Indian Service Tax & Cess thereon. Indian Service Tax and Cess thereon shall be payable extra at actual against documentary evidence.
3. Lump sum fee above shall be all inclusive consolidated fees for the services as per scope of work illustrated in Section 5 & 6. The fees and expenses quoted above shall be inclusive of all taxes and duties in any country including India, but exclusive of Indian Service Tax & Cess payable in India.
4. Out of Pocket Expenses shall be reimbursed by GAIL at actual, subject to cap on expenses quoted by the bidder as mentioned in Section 5 & 6 of the Tender document.
5. For the purpose of price evaluation, the quoted blended hourly rate (at SOR sl. no. 3) for 160 man-hours would be considered.
6. The above quoted fee shall not be subject to any escalation and no charges for outside professional assistance, if hired by the Consultant, shall be payable by GAIL.
7. 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. In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
8. GAIL shall deduct applicable withholding tax (TDS) on the fees payable to the Consultant.

Place :

Name of authorised signatory  
Designation

Date:



# **SECTION - 8**

Standard Forms of Contract and Annexures

**ANNEXURE - A**

**Bid Form**

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

Date:

Dear Sir,

Having examined the TENDER No. **GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of TENDER.

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

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

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

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

Dated this    Day of                                  20\_\_

Signature of authorized signatory

Name: -----

Date:

Designation:

Place:

Seal:

Offer No. & Date: .....



**ANNEXURE – B**

**Contract Agreement Form**

AGREEMENT for “\_\_\_\_\_” (hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between M/s \_\_\_\_\_, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the GAIL (India) Limited hereinafter called “GAIL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

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

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

**AND WHEREAS**

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

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

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with GAIL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall

Appointment of Consultant for Swapping of LNG Volumes

do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that GAIL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by GAIL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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

Signed and Delivered for  
for and on behalf of

**M/s GAIL (India) Limited**

\_\_\_\_\_

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

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

Signed and Delivered  
and on behalf of

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

\_\_\_\_\_

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

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

IN PRESENCE OF TWO WITNESSES

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

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

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

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

**ANNEXURE - C**

**BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS**

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

TENDER No. **GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)**

Offer Ref.....

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

<b>SI</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender/Bidding Document/Bidding Document.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Tender/bidding document.	
3a.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. in any country including India as applicable under this contract including all costs towards carrying out any surveys, travel, site visits by it's personnel, boarding, lodging, incidental expenses etc. required for subject job but excluding Indian Service Tax & Edu. Cess.	
3b.	Indicate rate of Indian Service Tax & Edu. Cess applicable. (Present rate: Service Tax@12% Education Cess: 3% on Service Tax)	Service Tax .....% Educational Cess.....%
4.	Confirm that the offer shall remain valid for acceptance up to 3 months from Final Bid Due Date/Date of Opening of Bids.	
5.	Bidder's name and address:	
6.	Confirm that quoted prices shall remain firm and fixed till completion of assignment.	
7.	Indicate the Currency of quote	
8.	Confirm acceptance of Completion period as per requirement specified in Tender/bidding document (to be reckoned from date of Fax of Intent)	
9.	Confirm that all details/documents have been submitted as sought in the Tender	
10.	Confirm that Confidentiality Agreement (as per	

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SI	Description	Bidder's Confirmation
	Annexure P) will be signed by the successful bidder.	
11.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
12.	Confirm acceptance of relevant Terms of Payment as specified in the Tender/Bidding Document. [Payment terms indicated in Tender/Bidding Document do not provide for any advance payment to be made to the Bidder(s)].	
13.	Confirm acceptance in totality of the Terms & Conditions contained in- (i) Instructions to Consultants (ii) General Conditions of Contract (GCC) (iii) Terms of Reference (iv) Scope of work, SCC & Deliverables. (v) All other commercial documents/ attachments of Tender/Bidding Document.	
14.	In case of reservations, confirm that clause wise comments have been specified as annexure to this format. Deviations to terms & conditions of Tender Document, if any, mentioned elsewhere than Annexed to this Agreed Terms & Conditions shall not be given any cognizance.	
15a.	Confirm that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere.	
15b.	It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	
15c.	Confirm that none of the Directors of Bidder is a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
15d.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax No./E-mail) of person(s) to whom queries, if any, are to be addressed against your bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	In terms of clause 2.30.0 of Section-2, Instructions to	

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SI	Description	Bidder's Confirmation
	Bidders of the Tender, please confirm whether there is any Conflict of Interest w.r.t. the subject job	
19.	Please confirm the following: (a) In the event of award to your Organisation, please indicate complete address of the organisation who will raise the invoice? (b) Whether the invoice raised by your Organisation will include Service Tax & Edu. Cess amount? (c) Whether your Organisation has an office in India. If so, Indian office of your Organisation will be responsible for collection and deposit of Service Tax & Edu. Cess with Indian Tax Authorities. Please confirm	
20.	Please indicate the following: (i) PAN No. (ii) Service Tax Regn. No. (iii) Category of Service Tax	

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

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

**ANNEXURE - D**

**Proforma of Letter of Authority for attending  
Bid Opening / Pre-bid meeting**

No.

Date:

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

Attn:

Sub: Tender No. **GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)**

Dear Sirs,

We.....do hereby confirm that Mr. (name and address) \_\_\_\_\_ is/are authorized to represent us for bid opening and pre-bid meeting on our behalf with you against your above cited Tender for.....

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

Yours faithfully

Signature

Name and Designation  
for & on behalf of BIDDER

---

Note:

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

**ANNEXURE - E**

**DISCLAIMER**

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes

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

GAIL (India) Limited  
16, Bhikaiji Cama Place,  
RK Puram,  
New Delhi – 110066  
Attn.: S. Halder, Dy. General Manager(C&P)  
Tel: +91-11-26172580 Extn. 6210  
E-mail: [shalder@gail.co.in](mailto:shalder@gail.co.in)

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

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Office Stamp \_\_\_\_\_

Offer No. & Date: .....

**ANNEXURE-F**

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

**Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes**

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Office Stamp \_\_\_\_\_

Offer No. & Date: .....



**NO DEVIATION CONFIRMATION**

To

Date:

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

**Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)  
for Appointment of Consultant for Swapping of LNG Volumes**

Dear Sir,

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

Place:  
Date:

Signature of Authorised Signatory  
Name:  
Designation:  
Seal:

Offer No. & Date: .....

**DECLARATION**

To

Date:

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

**Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447)  
for Appointment of Consultant for Swapping of LNG Volumes**

Dear Sir,

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

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

We also confirm that the contents of this Tender no. GAIL/ND/BD/C&P/20049790 (E-Tender No. 8000006407) have not been modified or altered by M/s. ....  
..... (Name of the Bidder with complete address).

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

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Offer No. & Date: .....

**INTEGRITY PACT**

(To be executed on plain paper)

**Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes**

**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 (Three in number depending on the size of the contract)**  
**(To be Decided by the Chairperson of the Principle)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (Bidder / contractor) in any manner.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Miscellaneous provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause



Appointment of Consultant for Swapping of LNG Volumes

provided in main Tender Document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

-----  
(Name & Designation)  
For the Principal

-----  
(Name & Designation)  
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To  
DGM (BD-C&P)  
GAIL (India) Limited  
New Delhi

E-mail : shalder@gail.co.in  
Fax : (+91) 11 26185941 Extn 00502#

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for  
Appointment of Consultant for Swapping of LNG Volumes

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 : .....

## **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 GAIL(India) 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 GAIL (India) 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

(Signature of authorized officer of bank)

**ANNEXURE-L**

**(FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER)**

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes

We have verified the Annual Accounts and other relevant records of M/s. ....  
(Name of the Bidder) and certify the following:

**A. ANNUAL TURNOVER OF LAST 3 YEARS**

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

Name of Audit Firm /  
Chartered Accountant

Date:

[Signature of Authorised Signatory]

Name:

Designation:

Seal:

Membership no:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual report
2. The bidder shall provide the audited financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

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 and Free Reserve & Surplus”

**PROFORMA FOR DETAILS OF INDIAN AGENT**

**To**  
**GAIL (India) Limited**  
 New Delhi – 110 066, India

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes

Dear Sir,  
 Following are the details of Indian Agent/Representative/Retainer/Associate:

Sl.	Description	Bidder's Response
1.	Name & address of Agent/Representative/Retainer/Associate in India	
2.	The precise relationship between the bidder and their Agent /Representative/ Retainer/Associate in India	
3.	The mutual interest which the bidder and Agent/Representative/Retainer/Associate in India have in the Business of each other.	
4.	Any payment which the Agent/Representative/Retainer/Associate in India or abroad receives from the bidder whether as a commission for the Contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent/Representative/Retainer/Associate in India.	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable.	
7.	All services to be rendered by the Agent/Representative/Retainer/Associate	
8.	Bidder to confirm copy of Agreement with their Indian Agent is enclosed in Un-priced bid.	

**Note:** Aforementioned information need to be supported with necessary documents.

Place: \_\_\_\_\_ Signature of Authorised Signatory  
 Date: \_\_\_\_\_ Name:  
 Designation:  
 Seal:

Offer No. & Date: .....

Signature not required in case the form is digitally signed

**ANNEXURE-N**

**[FORMAT OF AGREEMENT AMONGST BIDDER, PARENT / HOLDING COMPANY, AFFILIATE(S) ETC. (AS THE CASE MAY BE)]**

(Strike out whichever is not applicable and add Affiliate(s) wherever applicable)

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 800006447) for Appointment of Consultant for Swapping of LNG Volumes

This agreement made this \_ day of \_\_ month \_\_ year by and between M/s \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part

and

M/s \_\_\_\_\_ (Fill in full name, constitution and registered office address of Affiliate Company of the Bidder) herein after referred to as "Affiliate" of the second part

and

M/s \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Parent/Holding Company of Bidder/Affiliate) hereinafter referred to as "Parent/ Holding Company" of the third part.

**WHEREAS**

M/s. GAIL (India) Limited (hereinafter referred to as GAIL) has invited offers vide their tender no. \_\_\_\_\_ for \_\_\_\_\_ (name of assignment) and

M/s. ----- (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Affiliate) and M/s \_\_\_\_\_ (Parent/ Holding Company)

Parent/Holding Company/ Affiliate represents that they have gone through and understood the terms of tender document and are capable of performing the obligations under the contract and shall be jointly and severally liable for performance of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between/amongst all the parties as follows:

1. M/s. ----- (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in the tender document and the same shall be binding on us as well.
2. This agreement shall remain valid till validity of bidder's offer to GAIL including extension, if any, or till performance of the contract to the satisfaction of GAIL, whichever is later.
3. Affiliate Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by GAIL, take up the job without any demur or objection, in continuation without loss of time

Appointment of Consultant for Swapping of LNG Volumes

and without any extra cost to GAIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of GAIL.

4. The Parent/ Holding Company also take full responsibility in getting the contract executed through the Affiliate Company in case the Bidder/Contractor is unable to execute the contract.
5. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

For and on behalf of  
(Affiliate)

For and on behalf of  
(Parent / Holding Company)

Sign:

Sign:

Sign:

Name:

Name:

Name:

Designation:

Designation:

Designation:

Name of Co.

Name of Co.

Name of Co.

Seal:

Seal:

Seal:

Witness

Witness

Witness

- 1)
- 2)

- 1)
- 2)

- 1)
- 2)

**DECLARATION**

To  
GAIL (India) Limited  
New Delhi

Sub: TENDER NO. GAIL/ND/MKTG/C&P/1401/20049838 (E-Tender No. 8000006447) for Appointment of Consultant for Swapping of LNG Volumes

Dear Sir,

We hereby confirm that all the information including those appearing in Tables A-P for technical criteria submitted in the bid is factually correct.

We agree that if it is found at a later stage that the information submitted by us is not factually correct, our Bid may be rejected / Contract may be terminated. Further, GAIL may take other actions as stated in the Tender document.

Place:  
Date:

[Signature of CEO/MD/President]  
Name:  
Designation:  
Seal:

**Signature and Seal not required in case the form is digitally signed**



**CONFIDENTIALITY AGREEMENT**

**(To be provided by GAIL separately subsequent to issue of Tender)**