

GAIL (INDIA) LIMITED

(A Maharatna Company)



E-Tender No. 8000006942

**BIDDING DOCUMENT NO.
GAIL/NOIDA/C&P/14061**

FOR

**CARRYING OUT GEOSPATIAL INFORMATION
SYSTEM(GIS) MAPPING FOR GAIL PIPELINE
NETWORK**

(OPEN DOMESTIC COMPETITIVE BIDDING)

GAIL (INDIA) LIMITED

B-35 & 36, JUBILEE TOWER, SECTOR-1, NOIDA(U.P.), INDIA

PH.0120-2547855 Extn. 11731, FAX-011-26185941 4536#

Contact Person:

- Mr. R P Singh, CM(C&P)
Ph.: 0120-2547855, Email: rps04536@gail.co.in
- Mr. Vinod Bhat, Officer(C&P)
Ph.: 0120-2547855, Email: vkbhat@gail.co.in

INDEX

Section – I	:	<ul style="list-style-type: none">• Notice Inviting Tender (NIT)• Invitation for Bid (IFB)• Cut-Out Slips (for submission of Tender Fee, EMD, Power of Attorney and Integrity Pact)
Section – II	:	<ul style="list-style-type: none">• Instructions To Bidders (ITB)• Addendum to ITB for e-tendering• Ready Reckoner for submission/uploading of bid through e-tendering
	:	Forms & Formats
Section - III	:	General Conditions of Contract
Section – IV	:	Special Conditions of Contract
Section – V	:	Scope of Work and Technical Specification
Section – VI	:	Price schedule /Schedule of Rates (SOR) <ul style="list-style-type: none">• SOR (refer SRM for SOR in MS excel format)

SECTION - I

NOTICE INVITING TENDER(NIT)

INVITATION FOR BID (IFB)

CUT – OUT SLIPS



GAIL (India) Limited

(A Govt. of India Undertaking)

NOTICE INVITING TENDER (OPEN DOMESTIC COMPETITIVE BIDDING)

GAIL (India) Limited invites e-bids from eligible bidders for “Carrying out Geospatial Information System GIS mapping for GAIL Pipeline Network” as detailed below:

Sl. No.	e-Tender No.	Bid Document available on website from	Date of Pre-Bid Meeting and Venue	Last date & time for submission of e-Bid
1	8000006942	03.09.2014 on wards	10.09.2013 at 1100 Hours at GAIL, 17 th floor, Jubilee Tower, Noida	23.09.2014 at 1400 Hours

For further details, please visit our e-tender website (<https://etender.gail.co.in/irj/portal>) and GAIL tender website (<http://www.gailtenders.in>).

For any queries, bidders may contact CM(C&P), GAIL (India) Limited, 17th Floor, Jubilee Tower , B-35 & 36, Sector-1, Noida(U.P.), India, Phone Nos. 0120-2547855, Fax 011-26185941 Extn. 04536 # E-mail: rps04536@gail.co.in



INVITATION FOR BID (IFB)

OPEN DOMESTIC COMPETITIVE BIDDING

RFQ No. : GAIL/NOIDA/C&P/14061

DATED: 03.09.2014

To,

SUB: e-Tender for “Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network.”

Dear Sir

GAIL (India) Limited, 17th floor ,Jubilee Tower, Noida, invites e-bids for “**Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network**” on Open Domestic International Competitive Bidding basis under single stage two bid system from competent bidders meeting the Bid Evaluation Criteria as stated in the detailed RFQ/Bid Document attached.

1.0 FEATURES OF BID DOCUMENT:

1.1 Salient feature of bid document is as under:

i	Document Reference No. (To be referred in all future correspondence)	e-Tender No. : 8000006942 Bid Document No. GAIL/NOIDA/C&P/14061
ii	Bid Document on Website	From 03.09.2014 to 23.09.2014
iii	Name of work	Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network
iv	Pre-Bid Meeting	at 1100 hrs.(IST) on 10.09.2014
v	Last date and time for submission of bid	up to 1400 hrs.(IST) on 23.09.2014
vi	Date and time of opening of Un-priced Bids at GAIL (India) Ltd., Info-hub Noida	At 1500 hrs.(IST) on 23.09.2014 (If the particular day is happened to be a declared holiday in GAIL, Infohub Noida , the next working day shall be considered)
vii	Tender Fee	Rs. 5618 {5000+618 (12.36 % service tax)}
viii	Contact Person	Mr. R P SINGH , CM(C&P) Ph.: 0120-2547855/2549310, Email: rps04536@gail.co.in Mr. V K Bhat Officer(C&P) Ph.: 0120-2547855/2549310, Email: vkbhat@gail.co.in

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

ix	Earnest Money deposit(EMD)/Bid security	Rs.20,00,000/- for all the three section. If bidders quote for one or more than one part, the EMD shall be applicable as mentioned below cumulative of quoted sections subject to maximum Rs.20,00,000/- <table><tr><th>Section</th><th>Bid Security (INR)</th></tr><tr><td>Part A</td><td>17.90 Lakhs</td></tr><tr><td>Part B</td><td>6.60 Lakhs</td></tr><tr><td>Part C</td><td>10.30 Lakhs</td></tr></table>	Section	Bid Security (INR)	Part A	17.90 Lakhs	Part B	6.60 Lakhs	Part C	10.30 Lakhs
Section	Bid Security (INR)									
Part A	17.90 Lakhs									
Part B	6.60 Lakhs									
Part C	10.30 Lakhs									
x	Completion schedule	Part A- Fifteen (15) Months from FOI. Part B- Ten (10) Months from FOI. Part C- Twelve (12) Months from FOI.								
xi	Contract Performance Bank Guarantee	7.5% of Total Contract Value excluding taxes & duties with validity after three months of expiry of Warranty/defect liability period. (Refer ITB Clause No.38 for more details)								

- 1.2 Bids to be submitted on GAIL's E-Tendering website (<https://etender.gail.co.in>). Bidders shall submit their bids i.e. **UN-PRICED Bid** in Collaboration Folders of e-tendering system and **Price Bid** in SRM as attachment. We have enclosed Price Schedule Formats as an excel attachment in Bid Document. Bidders are requested to download the same and quote their prices strictly as per the format without altering the content of it. The bid will be submitted in two parts as follows:

PART-I (UN-PRICED BID)

To be submitted on Collaboration Folders of e-tendering system. Un-priced bid must be complete with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT, etc., duly filled in and signed with seal. In addition documents as mentioned under Clause 4 below shall also be submitted in physical form.

Documents are to be submitted in respective sub-folders as available in Collaboration Folders of e-tendering system.

PART-II (PRICED BID)

To be submitted as an SRM attachment. Price bid should contain only the prices, without any condition whatsoever.

Bids complete in all respects should be submitted on or before last date and time of Bid submission. **The Bids submitted on line in GAIL's e-tendering system will only be considered for evaluation. Physical Bids sent through Fax/E-mail/Courier/Post will not be accepted.**

2.0 SCOPE OF SUPPLY & SERVICES :

Refer Special Condition of Contract (Section-IV) & Scope of Work and Technical Specification (Section-V) for details scope of supply & services.

3.0 BID EVALUATION CRITERIA :

- 3.1 Bidder must meet following Bid Evaluation Criteria

3.1.1 Technical Criteria:

There are three part of services i.e. **Part A, Part- B & Part - C**. Bidders may quote for any one of the part or more than one parts or for all the three parts simultaneously. If bidders

willing to quote more than one part then they have to meet the BEC criteria cumulative of the criteria mentioned below all together for the quoted parts.

Part A:

- i) Bidder should have Arc GIS server License in their name.
- ii) Bidder should have successfully executed GIS mapping & GIS database development for an Oil/gas pipeline project having minimum length of 500 Km in single work order and at-least 2000 Km cumulative length in multiple orders executed in the last Seven (07) years.
- iii) Bidder should have previous experience of carrying out detailed route survey using DGPS for an Oil/Gas Pipeline Project having minimum length of 500 KM in a single work order in last Seven (07) years.
- iv) Bidder should have successfully developed a Web based solution for Oil/gas pipeline project during the last Seven (07) years.
- v) The bidder should have successfully executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 2000 Sq. Km in last Seven (07) Years.

Above criteria should be met in separate work orders or in composite work order or in multiple orders involving ii), iii,) iv)& v) together or otherwise.

Part-B:

- i) Bidder should have Arc GIS server License in their name.
- ii) Bidder should have successfully executed GIS mapping & GIS database development for an Oil/gas pipeline project having minimum length of 250 Km in single work order and at-least 1000 Km cumulative length in multiple orders executed in the last Seven (07) years.
- iii) Bidder should have previous experience of carrying out detailed route survey using DGPS for an Oil/Gas Pipeline Project having minimum length of 250 KM in a single work order in last Seven (07) years.
- iv) The bidder should have successfully executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 1000 Sq. Km in last Seven (07) Years.

Above criteria should be met in separate work orders or in composite work order involving ii), iii) & iv) together or otherwise.

Part-C:

- i) Bidder should have Arc GIS server License in their name.
- ii) Bidder should have successfully executed GIS mapping & GIS database development for an Oil/gas pipeline project having minimum length of 500 Km in single work order and at-least 2000 Km cumulative length in multiple orders in the last Seven (07) years.

- iii) Bidder should have previous experience of carrying out detailed route survey using DGPS for an Oil/Gas Pipeline Project having minimum length of 500 KM in a single work order in last Seven (07) years.
- iv) The bidder should have successfully executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 2000 Sq. Km in last Seven (07) Years.

Above criteria should be met in separate work orders or in composite work order involving ii), iii) & iv) together or otherwise.

The period of seven (07) years mentioned above shall be reckoned from the due date bid submission

Bidder have the option to quote for any part of the work or a combination of parts, however the technical qualification will be on cumulative basis for the quoted parts and evaluation will be done on each part basis

3.1.2 Financial Criteria:

If bidders willing to quote more than one part then they have to meet the BEC criteria cumulative of the criteria mentioned below all together for the quoted parts.

i) Annual Turnover :

The minimum annual turnover of the bidder as per their financial results in any one of the immediate three preceding financial years (i.e. 2013-14, 2012-13 & 2011-12) shall be as under.

SN	Part of Services	In INR
1	Part-A	4.49 Crores
2	Part-B	1.67 Crores
3	Part-C	2.58 Crores

In case, the audited balance sheet and P&L account statement for the FY 2013-14 is not available, then the bidder has an option to submit the audited balance sheet and P&L account statement for FY 2012-13, 2011-12, & 2010-11.

ii) Net Worth:

Bidder's Net worth should be positive as per the immediate preceding year's (i. e. FY 2013-14) audited financial statement.

In case, the audited balance sheet and P&L account statement for the FY 2013-14 is not available, then the bidder has an option to submit the audited balance sheet and P&L account statement for FY 2012-13.

iii) Working Capital :

The minimum working capital of the bidder as per the immediate preceding financial year's (i, e. FY 2013-14) audited financial statement shall be as under:

SN	Part of Services	In INR
1	Part-A	89.77 Lakhs
2	Part-B	33.45 Lakhs
3	Part-C	51.69 Lakhs

In case, the audited balance sheet and P&L account statement for the FY 2013-14 is not available, then the bidder has an option to submit the audited balance sheet and P&L account statement for FY 2012-13.

In case the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crores, confirming the availability of line of credit to cover the inadequacy of working capital in the previous year to meet the working capital requirement.

3.2 DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION IN SUPPORT OF BEC:

3.2.1 The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish their experience/track record and financial capabilities meeting above Bid Evaluation Criteria:

a) For technical BEC:

- i) In compliance of Technical BEC, bidder must submit copy of Arc GIS license and copy of Contract/Work order executed in the last seven (07) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts.
- ii) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC. 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 Notarised by public notary towards payment of statutory tax in support of the job executed for subsidiary/fellow subsidiary/ holding company.
- iii) Experience acquired by a bidder as a sub-contractor can also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the "Bid Evaluation Criteria".
 - a) Copy of work order along with SOR issued by main contractor,
 - b) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

b) For financial BEC:

- i) *In compliance of Finance Criteria of the tender, Bidder must submit audited Balance Sheets and Profit & Loss Account for immediately preceding three financial years (i.e. FY 2013-14, 2012-13, 2011-12). In case, the audited balance sheet and P&L account statement for the FY 2013-14 is not available, then the bidder has an option to submit the audited balance sheet and P&L account statement for FY 2012-13, 2011-12, & 2010-11.*
- ii) *Bidders' whose accounting year is calendar year, has to submit audited annual accounts for the immediate preceding three corresponding calendar year for 2013, 2012 and 2011. In case, the audited balance sheet and P&L account statement for the calendar year 2013 is not available then the bidder has an option to submit the*

audited balance sheet and P&L account statement for calendar years for 2012, 2011 and 2010.

3.2.2 Authentication of Documents submitted in support of BEC:

- i) The copy of documents to be submitted in support of technical part of BEC should be duly certified /attested by chartered Engineer and notary public with legible stamp.
- ii) The bidder shall submit “details of financial capability of bidder” in prescribed format in support of financial criteria of BEC duly signed and stamped by a Chartered accountant.

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

3.3 **BID EVALUATION METHODOLOGY:**

Following evaluation methodology shall be adopted for evaluation and finalization of contract:

All qualified bids shall be evaluated and compared based on the total evaluated price for each part of SOR (individually for part A, part B & part C) inclusive all taxes & duties and service tax etc. as quoted by the bidder after taking into consideration the effect of cenvat benefit (i.e.net of cenvat).The contract will be awarded to L1 bidders for each part of SOR.

The quoted unit rate is inclusive of all taxes, but excluding services tax, as applicable in India. Rate of service tax (*considering abatement wherever applicable*) should be indicated in agreed terms and conditions as applicable in India.

3 **BID SECURITY :**

Bid Security for various options shall be as detailed below:

Rs.20,00,000/- for all the three section. If bidders quote for one or more than one part, the EMD shall be applicable as mentioned below cumulative of quoted sections subject to maximum Rs.20,00,000/-

Section	Bid Security (INR)
Part A	17.90 Lakhs
Part B	6.60 Lakhs
Part C	10.30 Lakhs

The EMD/Bid security in the form of *Demand Draft/ Banker's Cheque* in favour of GAIL (India) Ltd., payable at New Delhi or Noida (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of BG in favour of GAIL (India) Ltd.as per format enclosed at format F-6/F-7.

For more details refer ITB Clause 14.0.

4 **BIDS FOR CONSORTIUM:** Bid from Consortium is Not Permitted

5 **PRE-BID MEETING:**

A pre-bid meeting will be held with the prospective bidders at GAIL (India) Ltd., 17th Jubilee Tower, B-35 & 36, Sector-1, Noida -201301(India) on date and time mentioned in this IFB. The bidder(s) or their authorized representatives **who intend to bid** are invited to attend the pre-bid meeting. Bidder's representative shall carry authority letter in Format-F-9 as attached with the Bid Document.

Bidders are advised to send their queries not later than 2 days prior to pre-bid meeting in following format.

SL#	Ref tender clause no. or description if any	Bidders 's Observation	Clarification Required for

Bidders are requested to attend the Pre-Bid Meeting so that their queries, if any, (received by GAIL not

later than 2 days prior to pre-bid meeting) related to the Bid Document and Scope of work shall be addressed. (refer ITB Clause no. 17).

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised during the meeting.

A session will also be arranged for bidders to demonstrate our e-Tendering system to facilitate bidders to submit the Bid online.

Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents / participants to the Pre-Bid meeting. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Addendum and/or Corrigendum, if any, to the tender document, shall be hosted on the websites subsequent to the pre-bid meet and that Addendum(s)/Corrigendum(s) shall form an integral part of bidding document.

6 SUBMISSION OF BID :

Bid is to be submitted/uploaded on GAIL's e-Tendering portal (<https://etender.gail.co.in/irj/portal>). Bidders shall submit their bids i.e. UN-PRICED Bid in Collaboration Folders of e-Tendering system and Price Bid in SRM as attachment. We have enclosed format for Schedule of Rates as an MS Excel attachment. Bidders are requested to download the same and quote their prices strictly as per the format without altering the content of it.

Bids complete in all respects should be submitted/uploaded on or before due date and time of Last date of Bid submission. **Bids can not be submitted after the due date and time.** Only the Bid submitted on our E-tendering system will be considered for evaluation. Physical Bids sent through Fax/E-mail/Courier/Post/By Hand will not be accepted.

For submission/uploading of bids, bidders are requested to read *Addendum to ITB for e-tendering (Section-II of bidding document)* and download and read *Ready Reckoner for e-Tendering* from our home page of e-tendering portal.

7 GENERAL:

- 7.2 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- 7.3 This is a ZERO Deviation Bidding Document. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection. Corrigenda/Addenda, if any, shall also be available on the GAIL web sites. Further, bidder shall give an undertaking on their letter head that the *content of the bidding document have not been altered or modified.*
- 7.4 Bid document is non-transferable. Bids received from the bidders (*in whose name Bid Document fee has been submitted*) shall only be considered for evaluation. Therefore, bidder must submit the Bid Document Fee (*if applicable and mentioned in tender document*) in their name.
- 7.5 Bids must be accompanied with Bid Security as mentioned above in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee. Bidders shall ensure that Bid Security having a validity of two months beyond the required validity of bid, must accompany the bid in the format made available in the Bid Document. Bids not accompanied with Tender fee (*if applicable and mentioned in tender document*) & Bid Security in requisite form & value shall be summarily rejected. Bid Security and tender fee (*if applicable and mentioned in tender document*) to be submitted as per addendum to Instruction to Bidders of Bid Document.
- 7.6 However, The firms registered with National Small Industries Corporation (NSIC) (under its Single Point Registration Scheme) or Registered as Micro, Small and Medium enterprises under MSMED Act 2006 with District Industries Centers, and Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises will be exempted from the payment of tender fee and earnest money / Bid Bond / Bid Security provided they are registered for the items they intend to quote against GAIL tenders. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

furnish appropriate documentary evidence in this regard.

- 7.7 The Government departments / PSUs will also be exempted from the payment of tender fee and earnest money / Bid Bond / Bid Security.
- 7.8 Bids sent through Fax/ E-mail/ Courier/ Computer floppy/CD/Flash Drive/By Hand or through any other mode shall not be accepted.
- 7.9 The following documents in addition to uploading the bid on the GAIL's e-Tendering website must be submitted in physical form, sealed in an envelope and pasted with a cut-out slip available in Section-I of bidding document:
- (i) Original Demand Draft towards Bid Document Fee, if applicable (if not submitted at the time of pre-bid meeting).
 - (ii) Original EMD/Bid Bond
 - (iii) Power of Attorney
 - (iv) Integrity Pact
- 7.10 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of bid. Price changes through any other mode shall render the offer liable for rejection.
- 7.11 Subsequent to bid submission, GAIL may not seek confirmations / clarifications and any bid(s) not in line with tender conditions may be liable for rejection.
- 8 GAIL reserves the right to reject any or all the bids received at its sole discretion without assigning any reason whatsoever.

For & on behalf of
GAIL (India) Limited

(R P Singh)
Chief Manager (C & P)

CUT-OUT SLIP

PLEASE DO NOT OPEN BEFORE DUE DATE & TIME

Bid Document No. : ***E-TENDER NO. 8000006942***

Item : ***Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network.***

Due Date & Time : ***Up to 1400 Hrs. (IST) on 23.09.2014***

From: ***To:***

	<i>To</i> <i>Chief Manager (C&P)</i> <i>GAIL (India) Limited</i> <i>17th Floor, Jubilee Tower,</i> <i>B-35 & 36, SECTOR-1, NOIDA(U.P.), INDIA</i> <i>PH.0120-4862400/2446400, Ext-11705</i> <i>E-mail: rps04536@gail.co.in</i>
--	--

(To be pasted on the physical envelope containing Original BID SECURITY, Original TENDER FEE, (if not submitted at the time of pre-bid meeting), INTEGRITY PACT & POWER OF ATTORNEY)

=====

SECTION- II

INSTRUCTIONS TO BIDDERS (ITB)

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

INDEX

1.	SCOPE OF BID
2.	ELIGIBLE BIDDERS
3.	ONE BID PER BIDDER
4.	COST OF BIDDING DOCUMENT
5.	SITE VISIT
6.	CONTENT OF BIDDING DOCUMENT
7.	CLARIFICATION ON BID DOCUMENTS
8.	AMENDMENT OF BID DOCUMENTS
9.	LANGUAGE OF BID
10.	DOCUMENTS COMPRISING THE BID
11.	BID PRICES
12.	BID CURRENCY
13.	PERIOD OF VALIDITY OF BIDS
14.	BID SECURITY
15.	PRE-BID MEETING
16.	FORMAT AND SIGNING OF BID
17.	ZERO DEVIATION
18.	E-PAYMENTS
18.2	AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES
19.	MARKING OF BIDS
20.	DEADLINE FOR SUBMISSION OF BID
21.	LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
22.	MODIFICATION AND WITHDRAWAL OF BIDS
23.	BID OPENING
24.	PROCESS TO BE CONFIDENTIAL
25.	CONTACTING THE EMPLOYER/CONSULTANT
26.	EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
27.	PRICE BID OPENING
28.	ARITHMETIC CORRECTIONS
29.	CONVERSION TO SINGLE CURRENCY
30.	EVALUATION AND COMPARISON OF BIDS
31.	OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:
32.	DEEMED EXPORT BENEFIT
33.	AWARD OF WORK
34.	QUANTITY VARIATION
35.	EMPLOYER/CONSULTANTS RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY BID.
36.	NOTIFICATION OF AWARD
37.	SIGNING OF AGREEMENT
38.	PERFORMANCE GUARANTEE
39.	REPEAT ORDER
40.	CORRUPT AND FRAUDULENT PRACTICES
41.	WAIVER OR TRANSFER OF THE AGREEMENT
42.	ORDER OF PRECEDENCE
43.	DISPUTE RESOLUTION
44.	UNSOLICITED POST TENDER MODIFICATIONS
45.	CENVAT / VAT CREDIT
46.	TAXES & DUTIES
47.	DEBARRING FOR PARTICIPATION IN RE-TENDERING
48.	ABNORMALLY HIGH RATED (AHR) ITEMS
49.	PROVISION FOR MSME

INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

- 1.1. The Employer/Purchaser/Owner/GAIL as defined in the General Conditions of Contract, hereinafter called “The Employer” wishes to receive bids as described in the Bidding Documents.
- 1.2. Scope of Bid: The scope of work shall be as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4. Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1. Documents Establishing Bidder’s Qualification
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to evaluation criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder claim of meeting evaluation criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the Owner’s satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
 - 2.2. The invitation of bid is open to any bidder.
 - 2.3. A bidder shall not be affiliated with a firm or entity:
 - (h) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii) that has been hired by the Employer as engineer/consultant for the contract.
 - 2.4. The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB clause no. 40.
 - 2.5. The bidder is not put on holiday by GAIL or any of its PMC’s (EIL, MECON, Wood Group, Tractebel or Hydrocarbon Project Engineers Limited etc.) or blacklisted by any Government Department / Public Sector on the due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
 - 2.6. Job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary / fellow subsidiary / holding company will be considered as experience for the purpose of meeting BEC, subject to submission of tax paid invoices(s) duly certified as per clause 4.0 (b) of IFB towards payments of statutory tax in support of the job executed for subsidiary / fellow subsidiary / holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet Bid Evaluation Criteria.
- #### **3. ONE BID PER BIDDER**
- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
 - 3.2. Alternative bids are not acceptable.

4. COST OF BIDDING DOCUMENT

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

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The Bid Documents hosted on GAIL Websites are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB.
- 6.2. The bidder is expected to examine IFB, e-bidding guidelines on GAIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer in writing by e-mail/fax/post at Employer's mailing address indicated in the Bid Document. All question/ queries should be referred to Consultant at least 02 (Two) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the GAIL's website <http://www.gailtenders.in>, GAIL's e-Tendering website <https://etender.gail.co.in> and Govt. website <http://www.tenders.gov.in> and <http://eprocure.gov.in/>. All the prospective bidders who have attended the pre-bid meeting or who have raised queries (in writing) against bidding document shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 8.3. The Employer may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Employer shall be in English Language alone 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.
- 9.2. 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. Metric measurement system shall be applied.

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

10. DOCUMENTS COMPRISING THE BID

- 10.1. The e-bid prepared by the bidder shall comprise the following Parts:
- 10.2. **Part- I:** Techno-commercial/Un-priced Bid shall be uploaded on e-tendering portal (in collaboration folder) after digitally signed by person holding Power of Attorney along with all the filled in formats attached in tender documents .
- 10.3. **Part – II:** Price Bid (*to be uploaded as an SRM attachment*): Part-II shall contain original Schedule of Prices (*in MS Excel Format*) duly filled in and to be uploaded on e-tendering portal (*as an SRM attachment*) after digitally signed by person holding Power of Attorney.

Part-III: Original Bid Security, Original Tender Fee, if applicable (if not submitted at the time of pre-bid meeting), Power of Attorney, and Integrity Pact :

To be submitted in physical form (on or before the time mentioned in 20.1 of ITB below) and the scanned copy of same be uploaded in e-tendering portal (in collaboration folder).

11. BID PRICES

- 11.1 The bidder shall e-quote Bid Prices on the appropriate format for “Price Schedule” or “Schedule of Rates” enclosed as part of Bid Document.
- 11.2 Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions in the tender. Any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the bidder on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining its applicability w.r.t. the contract.
- 11.3 The bidder shall e-quote the price for all items in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC,SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.4 a) The Employer will not issue any concessional form for CST / LST / VAT, if applicable on any part of tender.
- b) Bidders are required to provide Cenvatable / Vatable invoices with respect to excise duty, VAT and service tax in all cases which shall be raised as per the details provided in detailed Order / Letter of Acceptance.

12. BID CURRENCY

- 12.1 The bidders may submit bid in Indian Rupees and receive payment in such currency.
- ~~12.2 Foreign bidders may submit bid in the home currency of bidder's country or US\$/EURO/INR.~~
- ~~12.3 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.~~

13. PERIOD OF VALIDITY OF BIDS

- 13.1. The bid shall remain valid for acceptance for four (4) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 13.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14. BID SECURITY

- 14.1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 14.2. The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.

Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

- 14.3. The bid security shall be in the form of *Demand Draft/ Banker's Cheque* in favour of *GAIL (India) Ltd.*, payable at *New Delhi* or *Noida* (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of Bank Guarantee in favour of GAIL (India) Ltd. as per format enclosed at F-6/F-7.

GAIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign bidder. **However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.**

The bid security shall be valid for two (02) months beyond the validity of the bid.

- 14.4. Any bid not secured in accordance with clause 14.1 and 14.3 shall be rejected by GAIL as non-responsive.
- 14.5. Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL pursuant to clause 13.
- 14.6. The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 37 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 14.7. The bid security may be forfeited:
- 14.7.1. If a bidder withdraws its bid during the period of Bid validity.
- 14.7.2. In case of a successful bidder, if the bidder fails:
- i) to accept the award in accordance with clause 37 of ITB. OR
 - ii) If the bidder changes the proposed pipe manufacturer OR
 - iii) to accept the arithmetic corrections pursuant to clause 28 of ITB. AND/OR
 - iv) to furnish the performance guarantee in accordance with Clause 38 of ITB.
- 14.8. Bid security should be in favour of GAIL (India) Limited, New Delhi and addressed to GAIL. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be furnished in accordance with the format F-6.
- 14.9. **For Indian Bidders:**
- a) Firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. Further, Public Sector Undertakings are also exempted from submission of Bid Security.
 - b) Small Scale Industries registered with the NSIC under its single point registration scheme, shall be exempted from submission of bid security provided the SSI are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
- 14.10 The Government departments / PSUs will also be exempted from the payment of tender fee and earnest money / Bid Bond / Bid Security.

15. PRE-BID MEETING

- 15.1. The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at GAIL (India) Limited, B-35&36 17th floor, Jubilee Tower, Sector –I Noida UP 201301 UP.
- 15.2. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- Session will also be arranged for bidders to demonstrate the e-Tendering system to facilitate bidders to submit the Bid Online.
- 15.3. The bidder is requested, as far as possible, to submit any queries by courier or by fax/email to reach Employer/Consultant's office not later than 2 days before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the

following sub-clause.

- 15.4. The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the prospective bidders who have attended the pre-bid meeting or who have raised the queries against this bidding document. Any modifications of the bidding documents listed in clause 6.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to 8 of ITB and not through the minutes of the pre-bid meeting.

- 15.5. Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

16. FORMAT AND SIGNING OF BID

- 16.1. The bidder shall submit e-bid on GAIL's e-tender website: (<https://etender.gail.co.in>) as per guidelines given therein.

- 16.2. The e-bid shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.

- 16.3. The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

17. ZERO DEVIATION:

- 17.1. Bidder to note that this is a ZERO Deviation Bidding Document. Employer/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.

- 17.2. Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:

- i) Firm prices
- ii) Earnest money deposit (EMD) / Bid bond
- iii) Bid Document Fee
- iv) Scope of work
- v) Specifications
- vi) Price schedule
- vii) Delivery / Completion Schedule.
- viii) Period of validity of bid
- ix) Price Reduction Schedule (PRS).
- x) Performance Bank Guarantee (PBG) / Security Deposit.
- xi) Guarantee
- xii) Arbitration / Resolution of dispute
- xiii) Force Majeure.
- xiv) Applicable laws
- xv) EPF registration in case of Domestic bidder
- xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18. E-PAYMENTS

GAIL (India) Limited has initiated payments to suppliers and Contractors electronically thru RTGS/NEFT and to facilitate the payments electronically, the bidder should have an account with a Bank in India having e-banking facility so that the payment through e-banking be made to the bidder. The bidder should give their account number and other details in any one of the above banks or any bank in India to facilitate payment through E-banking as per Format – F19 along with unpriced bid.

- 18.1. All payments against the contract shall be released by **HOD, (F&A) GAIL, Noida, India**. The invoices along with relevant documents must be addressed to:

HOD, F&A
GAIL (India) Limited,
19th floor ,Jubilee Tower,
B-35&36, Sector-1
Noida-201301

18.2. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATE

- 18.2.1. GAIL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/ 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/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.
- 18.3. Overseas bidder should send e-bids directly. E-Bids sent through Agent/ Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/ Consultant/ 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 Bidding 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.

SUBMISSION OF BIDS

19. MARKING OF BIDS

- 19.1. E-Bid shall be submitted in the following manner on line in e-tender site of GAIL as follows:

Part-I – Techno-commercial / un-priced bid (to be uploaded in collaboration folder on e-tendering site)
Part-II – Priced Bid (*to be uploaded as SRM attachment on e-tendering site*)
Part-III – Original Bid security, Original Tender Fee, Integrity Pact and Power of attorney to be submitted in physical form with the scanned copy of same uploaded with technical part of e-bid.

- 19.2. Techno Commercial Un-priced Bid: (Part I) Techno-commercial Un-priced Bid shall be submitted in Collaboration Folder of e-tender.

- 19.3. Price Bid: (Part II): Price Bid shall be submitted as SRM Attachment of e-tender”.

- 19.4. Bid Security: (Part III) in physical form: Original Bid security, Original Tender Fee, Integrity Pact and Power of attorney shall be sealed in an envelope and cut-out slip pasted shall be addressed and sent to Chief Manager (C&P) at address mentioned in Cl.19.5 below. Scanned copy of bid security must be uploaded as part of un-priced e-bid.

The EMD/Bid Security and Bid document fee in physical form as mentioned in IFB/ITB, can be submitted within 7 days from the final bid due date subject to the conditions that the scanned copies of the same have been loaded in e-Tender within the due date and time indicated in the e-Tender.

- 19.5. Bids must be received online by GAIL through their e-tendering website and other envelopes containing documents in physical forms will be received by GAIL at the following address:

To
Chief Manager (C&P)
GAIL (India) Limited
17th Floor, Jubilee Tower,
B-35 & 36, SECTOR-1, NOIDA (U.P.), INDIA
PH.0120-4862400/2446400 ext. -11705, E-mail: rps04536@gail.co.in

- 19.6. Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. DEADLINE FOR SUBMISSION OF BID

- 20.1. The Bid containing Part-I to III must be submitted online at GAIL e-tender website (<http://etender.gail.co.in>) within due date and time for bid submission as specified in clause 1.1 (v) of IFB.
- 20.2. The Employer/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

21. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 21.1. e-Tendering system of GAIL shall close immediately after the deadline for submission of bid pursuant to clause 20

of ITB.

- 21.2. Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening/evaluation/award and will be returned to such bidders.

22. MODIFICATION AND WITHDRAWAL OF BIDS

- 22.1. The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of GAIL.
- 22.2. No bid shall be modified after the deadline for submission of bid.
- 22.3. 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 14.7 of ITB.

BID OPENING AND EVALUATION

23. BID OPENING

- 23.1. Un-Priced Techno – Commercial bid opening:
- 23.2. The Employer will open, in the presence of bidders' designated representatives, the un-priced part at date and time as stipulated in IFB at GAIL's address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the Employer may consider appropriate will be announced by the Employer.

24. PROCESS TO BE CONFIDENTIAL

- 24.1. Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

25. CONTACTING THE EMPLOYER/CONSULTANT

- 25.1. From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.
- 25.2. Any effort by a bidder to influence the Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

26. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 26.1. Techno-Commercial Bid Evaluation.
- 26.2. The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.3. Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 26.4. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).
- 26.5. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 26.6. The Employer will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects

of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Employer deems necessary or prudent to be taken into consideration.

26.7. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

27. PRICE BID OPENING

27.1. The Employer shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

27.2. The Employer will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

27.3. The bidder's name, prices, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

28. ARITHMETIC CORRECTIONS

28.1. The bids will be checked for any arithmetic errors as follows.

28.2. When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

28.3. When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

28.4. When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

28.5. If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited

29. CONVERSION TO SINGLE CURRENCY

29.1. To facilitate evaluation and comparison, the Employer 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 Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

30. EVALUATION AND COMPARISON OF BIDS : SHALL BE AS PER INVITATION FOR BID(IFB)

30.1 The Employer will evaluate and compare the bids previously determined to be substantially responsive.

30.2 Evaluation and Comparison of Bids:

Refer IFB Clause No. 4.

30.3 To enable the owner to avail Cenvat Credit, the supplier shall furnish to owner all certificates and documents including Cenvatable invoice as may be required by the owner to avail the CENVAT credit with respect to Excise Duty and service tax as mentioned by the bidder in their bids.

30.4 Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.

31. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:

31.1. The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

32. DEEMED EXPORT BENEFIT

- 32.1. Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

AWARD OF CONTRACT

33. AWARD OF WORK.

- 33.1. The Employer will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Employer and is determined to be qualified to satisfactorily perform the Contract.

34. QUANTITY VARIATION

- 34.1. The Employer reserves the right to vary the quantity of each item up to (+/-) 15% for each item, at the time of award without any change in quoted unit price or other terms & conditions.
- 34.2. The Employer reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

35. EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 35.1. The Employer 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 the 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 Employer/Consultant's action.

36. NOTIFICATION OF AWARD

- 36.1. Prior to the expiration of period of bid validity GAIL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 36.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA) or as specified in FOA.
- 36.3. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 37 of ITB.

37. SIGNING OF AGREEMENT:

- 37.1. GAIL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to GAIL.
- 37.2. The successful bidder shall be required to execute an AGREEMENT in the proforma given in of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

38. PERFORMANCE GUARANTEE

- 38.1. Pursuant to clause no. 12 of GCC, bidder will provide Performance Guarantee of appropriate value (@7.5% of Contract Value excluding taxes & duties) within 15 days of receipt of FOA from the Employer. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee as per **Format F-8** and shall be in the currency of Contract and shall have validity till three months after expiry of Warranty/Defect Liability Period.

After expiry of Warranty period, the CPBG (@7.5% of total contract value) shall be released and bidder has to submit a separate CPBG (@7.5% of value of FMS (SOR item No. 8 of Part-A) + Support Service (SOR item No. 9 of Part-A) before start of FMS & Support Services.

- 38.2. Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause of GCC and the Employer may resort to awarding the Contract to the next ranked bidder.
- 38.3. SSI Unit registered with NSIC under its single point registration scheme will be exempted from submission of Contract Performance Guarantee to the monetary limit for which the unit is registered.

39. REPEAT ORDER : Not applicable

40. CORRUPT AND FRAUDULENT PRACTICES

40.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

40.2 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

40.3 The bidder(s) are required to execute the "Integrity Pact" attached in the Bid Document as **Form F-16**. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

40.4 a) 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 Bids and forfeiture of Earnest Money Deposit (Bid Security).

b) In case, the information/document furnished by the vendor/contractor 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 without any prejudice to other rights available to GAIL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

c) 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 along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of GAIL debarring them from future business with GAIL.

41. WAIVER OR TRANSFER OF THE AGREEMENT

41.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

42. ORDER OF PRECEDENCE

The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contracts. Where any portion of Special Conditions of Contracts, General Conditions of Contract is repugnant or at variance with any provisions of Instructions to Bidders, Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, General Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract.

43. DISPUTE RESOLUTION

43.1 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 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.

43.2 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.

43.3 In case of any dispute(s)/ difference(s)/issue(s), as mentioned above, a Party shall notify the other party (ies) in

Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

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.

- 43.4 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.
- 43.5 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.
- 43.6 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.
- 43.7 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.
- 43.8 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.

44. UNSOLICITED POST TENDER MODIFICATIONS

- 44.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by GAIL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

45. CENVAT / VAT CREDIT

- 45.1 Bidders shall provide required documents for availing Cenvat / VAT Credit applicable on Service Tax as per prevailing rules.

46. TAXES & DUTIESs:

46.1 SERVICE TAX

The bidder is required to mention the applicable rate of Service Tax and cess thereon as on the final due date of bid submission. Service Tax and Cess thereon shall be paid as per the rate mentioned by the bidder in their offer on submission of documentary evidence/invoice(s) as per rule 4 of service tax rule. In the event of statutory variation on account of service tax and cess thereon within the contract period) except on account of variation in the turnover of contractor), the same shall be paid by GAIL.

The Contractors liable to pay Service Tax for the work / services rendered to GAIL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s). The service provider shall submit proper invoice as required under the Service Tax Law. At present Rule 4 A of service tax Rules provides the relevant provisions for issuance of proper invoice by the service providers. In case any other particulars of GAIL, NOIDA as receiver of services are required to be mentioned, if any, under Service Tax Law and / or/ CENVAT Credit Rules, on the date of providing of Services to GAIL, the same shall also be mentioned on the invoice.

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

The above details are required to enable GAIL to avail Cenvat credit for the service tax payments.

Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

It shall be the responsibility of the contractor to pass on the CENVAT Credit benefit to GAIL, wherever applicable. In case GAIL loses any benefit / amount of CENVAT Credit, due to any fault of the bidder (i.e. non submission of proper invoice timely), which could otherwise have been availed by GAIL as per rules, the same shall be recoverable from the contractor / not paid to the contractor

~~In case of Foreign bidder (Foreign bidder here means a person from country other than India or a person who has established a business or has a fixed establishment from which the service is provided or to be provided or has his permanent address or usual place of residence in a country other than India) the applicable amount of Service Tax and cess thereon (as applicable on the last due date of bid submission) will be specified by bidder and will be accordingly loaded on the quoted rates for the purpose of evaluation of bid. The applicable service tax and cess thereon shall be paid by GAIL, NOIDA, as a recipient of taxable services, directly to the service tax department as per the applicable provisions of service tax law in India.~~

The rate of service tax as stipulated in offer/schedule of rates shall be considered as the prevailing present rate on the due date of submission of the bid and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the bidder in identifying the present applicable rate shall not be admitted by owner. The present rate of service tax as indicated by the bidders shall be considered as the maximum payable by owner in the event no statutory variations take place and any remainder/balance service tax, if payable, beyond the indicated rates shall be borne by the bidder.

However, in the event of any statutory variations in the service tax, if the quoted rates are found erroneous then the base rates for calculation of statutory variation for the purpose of reimbursement of service tax shall take into account either the rate actually prevalent on the due date of submission of bid or the erroneous rates indicated by the bidders whichever is beneficial to owner. Consequently, any difference in service tax if it becomes payable to the authorities shall be borne by the bidder.

46.2 Withholding Tax:

TDS [Tax Deducted at Source] towards Withholding Tax [Income Tax of India], if applicable, shall be deducted as per prevailing rate & a certificate to this effect shall be issued.

TDS (Withholding Tax), if applicable shall be deducted on works value as applicable from time to time as per "Central Board of Direct Tax of Government of India" Circular issued in this regard and prevailing at the time of Payment.

47 DEBARRING FOR PARTICIPATION IN RE-TENDERING:

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

48 ABORNALLY HIGH RATES (AHR) ITEMS:

In the contract where the quoted rates for the items exceed 50% of the Owner's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

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

49 PUBLIC PROCUREMENT POLICY (PPP) FOR MICRO AND SMALL ENTERPRISES

49.1 Government of India, vide Gazette of India notification No. 503 dated 26.03.2012 (covering a list of 358 items) have notified vide its Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall apply for MSME manufacturer / bidders for the instant tender if any applicable:

- i) Exemption to MSEs from payment of EMD/Bid Security and Tender Fee, if any.

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

- ii) Evaluation of bid: Bids from MSME Shall be as evaluated as under:
- In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iii) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- iv) **Documentation:** In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following to meet the above tender requirement and submit along with technical bid:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- v. The above documents submitted by the bidder shall be duly prepared/certified as per clause 4.0 (b) above.
- vi. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- 49.1 In case of tendered item is non-splittable or non-dividable, MSE quoting price within price band L-1 (Other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching L-1 price.
- 49.2 The MSE owned by SC/ST entrepreneurs shall mean:
- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. if the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 49.3 The PPP for MSEs is meant for procurement of only Goods procured & Services rendered by MSEs and hence shall not be applicable for Works Contracts.

Addendum No.1 to ITB

Addendum No. 1 to Instruction To Bidders for e-Tendering **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/Offers 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 Bid Document.

1) HOW TO SUBMIT ON-LINE BIDS/OFFERS 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/iri/portal>) should follow the following steps which shall permit them to Search, Display/View, Download and Submit their **electronic Bids/Offers** 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/Offers after due date/time shall be permitted in e-Tendering system. Time being displayed on our e-Tendering System shall be final binding on bidder and bids have to be submitted by bidder(s) considering this time only and not the time as per their location / country.** 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/Offers shall be permitted. The offers submitted through e-tendering system shall only be considered for evaluation.**

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

Vendors/Bidders must go to e-tender website (<https://etender.gail.co.in/iri/portal>) 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 Collabour ation 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 Bid Documents are available only in soft copies such as Microsoft Word, Excel ,PDF files. For downloading / viewing PDF files use Adobe 6 Software utility which can be installed free of cost from Vendors home page link by any vendor onto his own computer.*

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

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

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

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

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

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

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

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

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

4) WHAT IS A DIGITAL SIGNATURE?

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

5) WHY IS A DIGITAL SIGNATURE REQUIRED?

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

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

Vendors/Bidders cannot submit online Bids/Offers 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/Offers 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/Offers On-line only after digitally signing the bid/documents with the above allotted Digital Signatures.

7) STEPS FOR OBTAINING DIGITAL CERTIFICATE :

Digital Certificate can be obtained by the following steps:

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

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

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

8) PRE-BID MEETING:

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

9) BID SECURITY:

Bidders are required to submit the Bid Security amount in original as per clause 16 of Instruction to Bidders either in person or through courier in Sealed Envelope super scribing the description of Bid Document , Bid Document No. etc. as per clause 11 below.

- 10) BID DOCUMENT FEE:** Bid document fee(*if applicable & mentioned in tender document*) in the shape of Demand Draft or Banker's Cheque in favour of GAIL (India) Ltd and payable at Noida should be submitted either in person or through courier in Sealed Envelope super scribing the description of Bid Document , Bid Document No. etc. as per clause 11 below.

11) SUBMISSION OF DOCUMENTS:

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (COLLABOURATION ,C-Folders) site only. However, documents specified to be submitted physically viz: Bid Security, Power of Attorney from competent official in favour of person(s) signing the bid need to be submitted in a sealed envelope in accordance with the method described in RFQ. The same should reach GAIL (India) Limited, In-Charge (C&P), B-

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

35&36, Sector-1, Noida-201301, India (cut -out slip placed below) on or before the Bid due date & time fixed for receipt of bids. Bidder shall ensure that all the documents relevant to bid are uploaded in time and 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. Bidders are required to submit the Bid Security in original in the prescribed formats and in the manner prescribed in the bid document in sealed envelope on or before the time of bid submission. However, if the bidder is unable to submit Bid Security and Tender Fee (if not submitted on or before pre-bid meeting) in original on the due date, **he should upload a scanned copy of the Bid Security and Tender fee while submitting the bid electronically**, provided the original Bid Security and the tender fee, copy of which has been uploaded, is received within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status/ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder.

Note:

- i) Bidder is required to save/store their bid documents for each item into their computers before submitting their bid into e-tendering system by pressing the Hold Button.
- ii) Bidder is required to fill up the price/rate strictly in the Schedule of Rate(SOR) attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the Bidder and in 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. Bidders are requested to upload small sized documents preferably (upto 2 MB) at a time to facilitate easy uploading into e-Procurement site. GAIL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:

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

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

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

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

BIDDERS SHALL OBTAIN THE DIGITAL CERTIFICATE DIRECTLY FROM CERTIFYING AUTHORITY (CA) ONLY AND DIGITAL CERTIFICATE ISSUED BY SUB CA / AGENT WILL NOT BE COMPATIBLE WITH OUR e-TENDERING SYSTEM.

~~FOREIGN BIDDERS SHALL ALSO HAVE TO OBTAIN DIGITAL CERTIFICATE FROM CERTIFYING AUTHORITIES IN INDIA AS APPROVED BY CCA. DIGITAL CERTIFICATE OBTAINED FROM FOREIGN COUNTRIES ARE NOT ACCEPTABLE.~~

***Links to some licensed CA's IN India are provided below. Bidders may obtain the Digital certificate from these CAs.**

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

13) PRICES:

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

14) SUBMISSION 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.

15) LAST DATE FOR SUBMISSION / RECEIPT OF BIDS:

System does not allow for submission / receipt of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on GAIL's e-Procurement webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

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

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

16) PROXY:

If any bidder is unable to access GAIL's e-Procurement site or Bid Documents, the bidder may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port 443 and Port 8443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up internet connectivity without Proxy settings is another option.

17) CONTACT PERSON:

Mr. V K Bhat, Sr.Suptd. (C&P), GAIL, Noida,
Mr. R P Singh, CM(C&P)

e-mail: ykbhatt@gail.co.in
e-mail: rps094536@gail.co.in

18) READY RECKONER FOR E-TENDERING:

A ready Reckoner for Vendors/E-bidders is available on the website for reference/guidance.

READY RECKONER FOR E-TENDERING

A ready Reckoner for e-bidding is available on the e-tendering website for reference/guidance. So please download & refer the same while e-bidding

ATTACHMENT I

FORM AND FORMATS

FORMS & FORMATS

(Form F-1 to F-20)

SN	FORM- NOS	DESCRIPTION
1	F-1	Bidder's General Information
2	F-2	Bid form
3	F-3	List of Enclosures
4	F-4	Details of Financial capability
5	F-5	Performa for certificate from bank for inadequate working capital.
6	F-6	Proforma for Bank Guarantee for Earnest Money deposit/ Bid Security
7	F-7	Format for Letter of credit for Bid Security.
8	F-8	Proforma for Bank Guarantee for Contract performance Guarantee
9	F-9	Letter of Authority
10	F-10	No Deviation confirmation
11	F-11	Certificate - Agreement regarding noninvolvement of any other Entity OR Government of India in respect of present contract .
12	F-12	Agreed terms & conditions
13	F-13	Declaration Regarding Holiday/Blacklisting
14	F-14	Undertaking for -Non tempering of bidding Documents
15	F-15	PF Certificate & ESIC Code
16	F-16	Integrity Pact
17	F-17	Performance rating Data Sheet (FOR GAIL's Internal use)
18	F-18	Enterprise's Information With respect to the Micro, Small and Medium Enterprises Development Act, 2006
19	F-19	Bank Details

BIDDER'S GENERAL INFORMATION

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Bidder Name: _____
Bidder Offer No & date _____
Number of Years in Operation: _____
Address of Registered Office: _____

City _____ District _____
State _____ PIN/ZIP _____

Correspondence Address
With regard to this tender : _____

Contact Person Name , E-mail id
& Mobile No. for queries etc. _____

Address where order
is to be placed/ issued: _____

Telephone Number: _____
(Country Code) (Area Code) (Telephone Number)

E-mail address: _____
Website: _____
Fax Number: _____
(Country Code) (Area Code) (Telephone Number)

PAN No. : _____

Whether SSI Registrant Or not : _____

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

F-2

BID FORM

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sir,

After examining/reviewing the Bidding Documents _____ etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to e-bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including all Corrigendum and Addenda issued .

We confirm that this bid is valid for a period of Four (04) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee as per as per SCC for the due performance with in fifteen days of such award. Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

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

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

Duly authorized to sign bid for and on behalf of _____
(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

F-3

LIST OF ENCLOSURES

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sir,

- A. We are enclosing the following documents in Physical form as part of the e-bid:
1. Letter of Authority
 2. Power of Attorney of the signatory to the Bidding Document in physical form.
 3. Bid Security/EMD
 4. Tender Fee (IF APPLICABLE)
 5. Integrity Pact (RS. 1 CRORE AND ABOVE)

Scanned copies of all the above documents are also uploaded with the e-bid.

- B. We are submitting the following documents online as part of the e-bid:
Documentary evidence required for meeting the Bid Evaluation Criteria of bidding document.

Any other document, as may be required as per the bidding document.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

F-4

FINANCIAL CAPABILITY
(For Supply of Goods/ Works/ Services)

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm/:
Chartered Accountant
Date:

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

Membership no.
Instructions:

Note:

- i) The financial year would be the same as one normally followed by the bidder for its Annual Report.
- ii) Bidder Shall submit "Details of Financial capability of bidder" in this format duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid should be duly certified/attested by notary public with legible stamp.

F-5

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

(To be provided on Bank's letter head)

Date:

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301

Dear Sir,

Certified that M/s (name of the bidder with address) is an existing customer of our Bank.

It is confirmed that against tender no. dated for(Name of the job) M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____ lacs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp

F-6

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID
SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref..... Bank Guarantee No.....

Date.....

To

M/s GAIL (India) Limited

B-35 & 36, Sector-1 ,Noida –UP-201301

India

Dear Sir(s),

In accordance with Invitation for e-Bid under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said e-
bidding for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is
required to be submitted by the Bidder as a condition precedent for participation in the said e-
bidding which amount is liable to be forfeited on the happening of any contingencies mentioned in the
Bidding Document.

We, the _____ Bank at _____
(Local Address) having our Head Office at _____ guarantee and
undertake to pay immediately on demand without any recourse to the bidder by GAIL (India) Ltd., the
amount _____ without any reservation, protest, demur and
recourse. Any such demand made by GAIL, shall be conclusive and binding on us irrespective of any
dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 6
months after the date finally set out for closing of e-bidding]. If any further extension of this
guarantee is required, the same shall be extended to such required period on receiving instructions
from M/s. _____
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this
_____ day of _____ 200__ at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

F-7

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

(Not applicable for this tender)

To,

GAIL (India) Limited,

Irrevocable and confirmed Letter of Credit No.....

Amount : Rs./US\$

Validity of this Irrevocable :(in India)

Letter of Credit (6 months from final bid due date)

Dear Sir,

You are hereby authorized to draw on..... (Name of Applicant with full address) for a sum not exceeding.....available by your demand letter (draft) on them at sight drawn for.....Rs./US\$ accompanied by a certificate by GAIL (India) Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s) :

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GAIL (India) Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the supply order/contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for(item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under :
.....
6. All foreign as well as Indian bank charges will be on the account of M/s.....
..... (Applicant)

FOR.....

Authorised Signature
(Original Bank)

Counter Signature

F-8

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE**
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sirs,

M/s _____ have been
awarded the work of _____
for GAIL (INDIA) LTD. , Noida UP.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of _____ (as
full Contract Performance Guarantee in the form therein mentioned. The form of payment of
Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full
responsibility to indemnify GAIL (INDIA) LTD., in case of default.

The said _____ has approached us and at their request and in
consideration of the premises we having our office at _____ have
agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby
undertake and agree with you that if default shall be made by
M/s _____ in performing any of the terms and conditions of the
tender or in payment of any money payable to GAIL (INDIA) LTD., we shall on demand pay
without any recourse to the contractor to you in such manner as you may direct the said amount of
_____ only or such portion thereof not exceeding the said sum as you
may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights conferred on
you under the contract with the said _____ and to enforce or
to forbear from endorsing any powers or rights or by reason of time being given to the said
_____ which under law relating to the sureties would but for provision have
the effect of releasing us.

3. Your right to recover the said sum of _____
(_____) from us in manner aforesaid will not be affected or
suspended by reason of the fact that any dispute or disputes have been raised by the said
M/s. _____ and/or that any dispute or disputes are pending before any
officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or
winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and
for all purposes be binding and operative until payment of all money due to you in respect of such
liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid up to_____, If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s._____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.

7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,
_____Bank

By its Constituted Attorney

Signature of a person duly authorised to sign on behalf of the Bank.

F-9

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING PRE-BID MEETING ,
BID OPENING AND ANY OTHER CORRESPONDENCES & CPMMUNICATIONS**

No.

Date:

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sir,

We _____ hereby authorize following representative(s) to attend Pre-Bid Meeting ,un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____
Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Place:
Date:

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

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

F-10

NO DEVIATION CONFIRMATION

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

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 Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-11

CERTIFICATE

Agreement regarding non-involvement of any other entity or Government of India in respect
of the present contract.

(To be provided on Bidder's letter head)

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Intent/LOA is issued to us for _____, the following certificate shall be automatically enforceable:

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

Place:
Date:

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

F-12

AGREED TERMS & CONDITIONS

Bidder's Name M/s
Bid Document No.....
Bidder Offer Ref &date

This Questionnaire duly filled in should be returned along with the Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

S.N o.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to loading of prices or rejection of offer, as specified in the Bid Document.	
2	Ensure and confirm that prices quoted in 'Price Schedule', are for complete scope of work as defined in the Bid document.	
3	Ensure & confirm that the quoted prices are in accordance with the format provided in SOR (refer Section-VI of bidding document).	
4	Confirm that the offer shall remain valid for acceptance up to 04 months from Final Bid Due Date/Date of Opening of Bids.	
5	Bidder's name and address:	
6	Confirm that quoted prices shall remain firm till completion of Contract.	
7	Bidder to indicate the currency of the quoted prices.	<i>INR</i>
8	Confirm acceptance of Mobilization/Contract Completion Period (Refer SCC of bid document) as per requirement Specified in Bid Document	
9	Confirm acceptance of PRS (Price Reduction Schedule-Refer GCC-Works of bidding document)	
10	Confirm complete technical literatures/ catalogues and Users reference list (if applicable) is submitted along with offer.	
11	Confirm acceptance of relevant Terms of Payment (Refer SCC Section-IV of bid document) as specified in the Bid Document.	
12	Confirm Contract Performance Bank Guarantee (CPBG) Shall be submitted as per RFQ/IFB :	
13	Confirm acceptance in toto of the Terms & Conditions contained in:	
	i) Instructions to Bidders	
	ii) General Conditions of Contract (GCC).	
	iii) Special conditions of contract (SCC).	
	iv) All other commercial documents/ attachments of Bid Document.	

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

S.No.	Description	Bidder's Confirmation
	<p>In case of reservations, confirm that clause wise comments have been specified as annexure to this format.</p> <p>All the terms & conditions have been indicated in this format (<i>including annexure, if any</i>) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.</p>	
14	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
15	All correspondence must be in English Language only.	
16	Please furnish Bid Security/EMD details a) Bid Security No. & Date b) Value c) Validity	
17	Indicate Name & Contact No.: (Mobile No & E-mail) of person(s) to whom queries, if any, are to be addressed against your bid	
18	Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete	
19	Please confirm that the prices have been quoted in SOR as per format provided	
20	Bidder to confirm the following:	
	<p>Power of Attorney/Authority letter from competent official in favour of person(s) signing the bid digitally that such person (s) is/are authorized to sign the bid, reply the queries and signing the contract on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.</p> <p>Bidder's Declaration that they are not under liquidation, court receivership or similar proceedings.</p> <p>Bidder's declaration that they have not been put on Holiday/Blacklisted/Banned by GAIL/Other PSU/Govt. Organizations/any Project management consultant (PMC) of GAIL like EIL, Mecon, Tractebel, J P Kenny etc.</p> <p>An undertaking by bidder that contents of the bidding document have not been altered or modified, in case bid document is downloaded from GAIL website.</p> <p>Bid Evaluation Criteria (BEC) technical & financial as prescribed in BEC</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
21	Bidder to Confirm that forms & formats attached in ITB have been duly filled & signed and submitted along with technical bid / un-priced bid :	
22	Direct offer without the intermediary of an Indian Agent will only	Not Applicable

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

S.N o.	Description	Bidder's Confirmation
	be considered in accordance with ITB Clause no. 21 In case bidder envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However if Indian Agent are Involved, the bidder shall provide reason/justification. Further it should be ensured by bidder that the role of agents will be limited to help in submission of bid, participation in pre bid, technical bid opening etc.	
23	Mentioned the Service Tax Registration No. & PAN No.	
i)	Mentioned the applicable rate of Service Tax % (Both in word & Figures). Mentioned quoted Service tax rate	
ii)	In case the rate provided at 23.1 above is lower than prevailing maximum rate (presently 12.36%) due to abatement /exemption/valuation then indicate the relevant notification/clause of service tax Act/Rules for such abatement/exemption /valuation. (Refer clause no. 44 of ITB)	
iii)	Confirmation towards compliance of conditions towards such abatement /exemption/valuation. (Yes/No)	
iv)	Whether liable to pay Service Tax as service provider. (Yes/No)	
v)	Whether liable to pay Part of Service Tax as service provider. If yes than specify percentage.	
24.	Are you mico/small/medium enterprises development act 2006	
i)		
ii)	If yes, indicate your registration no. and submit proof of registration no.	
iii)	Copy of registration certificate MSMED Act submitted.	

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 _____

Bid Document No.
Bidder's Offer No.

F-13

DECLARATION

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

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

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 we have not been banned or delisted by any Government or Quasi Government agencies of PSU.

Further, we confirm that we have not been put on Holiday list of GAIL or its PMC (i.e. M/s PEC, SENES, EIL, Mecon, Tractabel & J P Kenny etc.).

We also confirm that the content of the Bidding Document including Corrigendum/Addendum (if any) have not been altered or modified.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F- 14

UNDERTAKING

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Reference: Tender No. : _____

Dear Sir,

We hereby confirm and state “The contents of the Tender Document including Corrigendum/ Addendum etc. downloaded from website have not been modified or altered, modified or tempered in any manner”.

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

Place: _____ Signature of Authorized Signatory of Bidder

Date: _____ Name: _____

Designation: _____

Rubber Seal: _____

F-15

DETAILS OF P.F.& ESIC REGISTRATION

To,
M/s. GAIL (India) Limited
Jubilee Tower, B-35 & 35, Sector-1,
Noida –UP-201301
India

Dear Sir,

We confirm that the following PF account & ESIC is under operation and shall be used for all PF & ESIC related activities for the labour engaged by us for the work (awarded to us)

PF REGISTRATION NO.:
DISTRICT & STATE

ESIC Code NO:
DISTRICT & STATE

Note : In case if bidder is not having PF & ESIC , then bidder must give an undertaking that in case of award of work , they will Produce necessary PF Code before commencement of work and also Produce necessary ESIC Coode before commencement of work or workmen who are not covered under ESI Act, the Contract should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same

Place:
Date:

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

F-16

INTEGRITY PACT

INTRODUCTION:

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

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

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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.

The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

The counterparty will not pass GAIL’s confidential information to any third party unless specifically authorized by GAIL in writing.

The Counterparties shall promote and observe best ethical practices within their respective organizations.

The Counterparty shall inform the Independent External Monitor.

- i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
- ii) If it comes to know of any unethical or illegal payment / benefit;
- iii) If it makes any payment to any GAIL associate.

The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL business in future.

In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,

Subject to satisfaction of the Independent External Monitor, GAIL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.

In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

- i) Shri V.K.Gupta (email id: vinod102000@yahoo.co.in)
- ii) Shri Naresh Narad (email id: nareshnarad@outlook.com)
- iii) Shri Anil Kumar (email id: anilk1953@yahoo.com)

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

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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.

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.

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:

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.

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.

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.

The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

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

recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 –Independent External Monitor / Monitors

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

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

(Name & Designation)

For the Principal

Place -----

Date -----

(Name & Designation)

For the Bidder/Contractor

Witness 1: -----

Witness 2: -----

F-17

PERFORMANCE EVALUATION

(Not to be filled by Bidders, this is for information only)

GAIL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of GAIL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be debarred from future business with GAIL.

All the suppliers and contractors working with GAIL will be evaluated based on the parameters defined in the performance Rating Data Sheet as per enclosed Annexure –I of attachment - I.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.:

Very good
Good
Fair
Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on “HOLIDAY” for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with GAIL for the Holiday period.

The vendors and contractors will be blacklisted for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for pre-qualifying / eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with GAIL in future.

GAIL (India) Limited

PERFORMANCE RATING DATA SHEET (FOR GAIL's INTERNAL USE)

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

Performance parameter	Delivery/Completion Performance	Quality Performance	Reliability Performance	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**):

Note:

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

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

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

Signature of Authorized signatory with name & designation

INSTRUCTIONS FOR ALLOCATION OF MARKS (For GAIL'S INTERNAL USE)

Marks are to be allocated as under :

DELIVERY/COMPLETION PERFORMANCE:

40 MARKS

Delivery Period / completion Schedule		Delay in weeks	Marks
a)	Up to 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 12 weeks	20
		Delay up to 16 weeks	15
		More than 16 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

1.2 QUALITY PERFORMANCE

40 MARKS

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

40 marks

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

1.3 RELIABILITY PERFORMANCE

20 MARKS

FOR WORKS / CONTRACTS

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contact and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

FOR SUPPLIES

i)	Submission of order acceptance, PBG , Drawing and other documents within time	5 marks
ii)	Attending complaints and requests for after Sales service/warranty repairs and/or query/advice (up to the evaluation period)	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

F-18

Enterprise's Information with respect to the Micro, Small and Medium Enterprises Development Act, 2006

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

Providing or rendering services

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006."
(Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, then Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No).”

If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

(SIGNATURE & STAMP OF THE BIDDER)

FORMAT F-18 (contd..)

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

Tick ✓ whichever is applicable

1. ☐ We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:
- | | | | | |
|----|-------------------|---|---|---|
| a. | Micro Enterprise | - | [|] |
| b. | Small Enterprise | - | [|] |
| c. | Medium Enterprise | - | [|] |
- (Please put a tick in the appropriate box)

Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

2. ☐ We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are not applicable to us.

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

F-19

**Bank Account Details for Facilitating Real Time Gross Settlement (RTGS)/National
Electronic Funds Transfer (NEFT) Payment**

(To be issued on vendors letter head)

Vendor /Customer Name :
Vendor/Customer Code :
Vendor/Customer Address :
Vendor/Customer Email-id :
Particulars of bank account :

Name of Bank :
Name of Branch:
Branch Code:
Address:
Telephone Number:
Type of Account (Current/Saving etc.):
Account No.:
RTGS IFSC Code of the Bank Branch
NEFT IFSC Code of the Bank Branch
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)

Note: Please enclose Cancelled Cheque for reference

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)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

TABLE OF CONTENTS

Sl.No.	Description
(i)	TABLE OF CONTENTS
(II)	Submission of Tender
	GENERAL CONDITIONS OF CONTRACT
SECTION-I (DEFINITIONS)	
1.0	Definition of Terms
SECTION-II (GENERAL INFORMATIONS)	
2.0	General Information
2.1	(a) Location of Site
	(b) Access by Road
2.2	Scope of Work
2.3	Water Supply
2.4	Power Supply
2.5	Land for Contractor's field office, Godown and Workshop
2.6	Land for Residential Accommodation
SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)	
3.0	Submission of Tender
4.0	Documents
4.1	General
4.2	All pages to be initialed
4.3	Rates to be in figures and words
4.4	Corrections and Erasures
4.5	Signature of Tenderer
4.6	Witness
4.7	Details of Experience
4.8	Liability of Government of India
5.0	Transfer of Tender Documents
6.0	Earnest Money
7.0	Validity
8.0	Addenda/Corrigenda
9.0	Right of Employer to Accept or Reject Tender
10.0	Time Schedule
11.0	Tenderer's Responsibility
12.0	Retired Government or Company Officers
13.0	Signing of the Contract
14.0	Field Management & Controlling/Coordinating Authority
15.0	Note to Schedule of Rates
16.0	16.1 Policy for Tenders under consideration
	16.2 Zero Deviation
17.0	Award of Contract
18.0	Clarification of Tender Document
19.0	Local Conditions
20.0	Abnormal Rates
SECTION-IV (GENERAL OBLIGATIONS)	
21.1	Priority of Contract Documents
21.2	Headings & Marginal Notes
21.3	Singular and Plural
21.4	Interpretation
22.0	Special Conditions of Contract
23.0	Contractor to obtain his own information
24.0	Contract Performance Security
25.0	Time of Performance
25.1	Time for Mobilisation
25.2	Time Schedule of Construction
26.0	Force Majeure
26.1	Conditions for Force Majeure
26.2	Outbreak of War
27.0	Price Reduction Schedule
27.3	Bonus for Early Completion

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

28.0	Rights of Employer to forfeit Contract Performance Security	
29.0	Failure by the Contractor to comply with the provisions of the contract	
30.0	Contractor remains liable to pay compensation if action not taken under Clause 29.0	
31.0	Change in Constitution	
32.0 -A	Termination of Contract for Death	
32.0-B	Termination of Contract for Liquidation, Bankruptcy etc.	
32.0-C	Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday	
33.0	Members of the Employer not individually liable	
34.0	Employer not bound by personal representations	
35.0	Contractor's office at site	
36.0	Contractor's subordinate staff and their conduct	
37.0	Sub letting of Works	
	i) Sub contracts for Temporary works etc.	
	ii) List of sub-contractors to be supplied	
	iii) Contractor's liability not limited by Sub-Contractors	iv)
	Employer may terminate sub contracts	
	v) No remedy for action taken under this clause	
38.0	Power of Entry	
39.0	Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies	
40.0	Other Agencies at site	
41.0	Notices	
41.1	To the Contractor	
41.2	To the Employer	
42.0	Rights of various Interests	
43.0	Patents and Royalties	
44.0	Liens	
45.0	Delays by Employer or his authorised agents	
46.0	Payments if Contract is terminated	
47.0	No waiver of Rights	
48.0	Certificate not to affect Right of Employer and Liability of Contractor	
49.0	Languages & Measures	
50.0	Transfer of Title	
51.0	Release of Information	
52.0	Brand Names	
53.0	Completion of Contract	
54.0	Spares	

SECTION-V (PERFORMANCE OF WORK)

55.0	Execution of Work
56.0	Co-ordination and Inspection of work
57.0	Work in Monsoon & Dewatering
58.0	Work on Sundays & Holidays
59.0	General Conditions for construction & Erection Work
60.0	Alterations in specification, Design & Extra Work
61.0	Drawings to be supplied by the Employer
62.0	Drawings to be supplied by the Contractor
63.0	Setting out works
64.0	Responsibility for Levels and Alignment
65.0	Materials to be supplied by contractor
66.0	Stores supplied by Employer
67.0	Conditions for issue of material
68.0	Materials Procured with assistance of Employer/Return of surplus
69.0	Materials obtained from dismantling
70.0	Articles of Value found
71.0	Discrepancies between instructions
72.0	Action where no specification is issued
73.0	Inspection of Works
74.0	Tests for Quality of Works
75.0	Samples for approval
76.0	Action and Compensation in case of bad work
77.0	Suspension of Work
78.0	Employer may do part of work
79.0	Possession prior to completion
80.0	Twelve months period of liability from the date of issue of completion certificate
80.3	Limitation of Liability
81.0	Care of Works

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

81.1	Defects prior to taking over
81.2	Defects after taking over
82.0	Guarantee/Transfer of Guarantee
83.0	Training of Employer's personnel
84.0	Replacement of Defective parts & materials
85.0	Indemnity

Construction Aids, Equipments, Tools & Tackles

SECTION-VI (CERTIFICATES AND PAYMENTS)

87.0	Schedule of Rates and Payments
	i) Contractor's Remuneration
	ii) Schedule of Rates to be inclusive
	iii) Schedule of Rates to cover construction equipment, materials, labour etc.
	iv) Schedule of Rates to cover Royalties, Rents and claims.
	v) Schedule of Rates to cover taxes & duties
	vi) Schedule of Rates to cover risks of delay
	vii) Schedule of Rates cannot be altered
88.0	Procedure for Measurement and billing of works in progress
88.1	Billing Procedure
88.2	Secured Advance on materials
88.3	Dispute in mode of measurement
88.4	Rounding of Amounts
89.0	Lumpsum in Tender
90.0	Running Account Payments to be regarded as advances
91.0	Notices of Claims for Additional Payments
92.0	Payment of Contractor's bills
93.0	Receipt for Payment
94.0	Completion Certificate
94.1	Application for Completion Certificate
94.2	Completion Certificate
94.3	Completion Certificate Documents
95.0	Final Decision & Final Certificate
96.0	Certificate and Payments No evidence of completion
97.0	Deduction from Contract Price

SECTION-VII (TAXES AND INSURANCE)

98.0	Taxes, Duties, Octroi etc.
99.0	Sales Tax/Turnover Tax
100.0	Statutory Variations
101.0	Insurance
101.1	General
	i) EmployeesState Insurance Act
	ii) Workmen Compensation and Employee's Liability Insurance
	iii) Accident or injury to workmen
	iv) Transit InsuranceAutomobileGeneral Liability
	vii) Any other Insurance required under law or regulations by Employer
102.0	Damage to Property or to any Person or any Third Party

SECTION-VIII (LABOUR LAWS)

103.0	Labour laws
104.0	Implementation of Apprentices Act 1961
105.0	Contractor to indemnify the Employer
106.0	Health and Sanitary Arrangement for worker

SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)

107.0	Arbitration
108.0	Jurisdiction

SECTION-X (SAFETY CODES)

109.0	General
110.0	Safety Regulations
111.0	First Aid and Industrial Injuries
112.0	General Rules
113.0	Contractor's barricades
114.0	Scaffolding
115.0	Excavation and Trenching
116.0	Demolition/General Safety

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

117.0	Care in Handling Inflammable Gas
118.0	Temporary Combustible Structures
119.0	Precautions Against Fire
120.0	Explosives
121.0	Mines Act
122.0	Preservation of Places
123.0	Outbreak of Infectious diseases
124.0	Use of intoxicants

ANNEXURES TO GCC

1.	Proforma of Agreement
2.	Indemnity bond
3.	No claim certificate

General Conditions of Contract

Section- I. Definitions

1.	Definition of Terms:	<p>In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.</p> <p>The EMPLOYER/COMPANY/GAIL means GAIL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi 110066 and includes its successors and assigns.</p> <p>The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.</p> <p>The ENGINEER/ENGINEER-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.</p> <p>The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.</p> <p>The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.</p> <p>"CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.</p> <p>"CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.</p> <p>CONSULTANT: means ----- who are the consulting engineer to the Employer for this project and having registered office at -----</p> <p>The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.</p> <p>The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.</p> <p>The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GAIL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.</p> <p>The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.</p> <p>The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.</p> <p>The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.</p> <p>The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.</p> <p>The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.</p> <p>"DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands</p>
----	----------------------	--

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.</p> <p>The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.</p> <p>"TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.</p> <p>"PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.</p> <p>"SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.</p> <p>"NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.</p> <p>"APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.</p> <p>"LETTER OF INTENT/FAX OF ACCEPTANCE" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.</p> <p>"DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.</p> <p>"WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.</p> <p>"WEEK" means a period of any consecutive seven days.</p> <p>"METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.</p> <p>"VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.</p> <p>"LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.</p> <p>"MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.</p> <p>"COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.</p> <p>"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.</p>
--	--	---

Section-II General Information's

2.	General Information	<p>a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.</p> <p>b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.</p> <p>Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no</p>
----	---------------------	--

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.</p> <p>Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.</p> <p>Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.</p> <p>Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.</p> <p>However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.</p> <p>Power Supply:</p> <p>Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.</p> <p>It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.</p> <p>At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.</p> <p>The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.</p> <p>The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.</p> <p>The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.</p> <p>The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.</p> <p>In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.</p> <p>Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER-IN-CHARGE shall be provided by the CONTRACTOR.</p> <p>The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.</p>
--	--	--

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>The total requirement of power shall be indicated by the tenderer alongwith his tender.</p> <p>Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.</p> <p>On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.</p> <p>The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.</p> <p>No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.</p> <p>For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.</p> <p>No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.</p> <p>Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.</p>
--	--	---

Section-III. General Instructions to Tenderers

3.	Submission of Tender:	<p>TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.</p> <p>Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.</p> <p>Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.</p> <p>Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.</p> <p>Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of GAIL (India) Limited due for opening on _____]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.</p>
4.	Documents:	<p>General:</p> <p>The tenders as submitted, will consist of the following:</p> <p>Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.</p> <p>Earnest money in the manner specified in Clause 6 hereof.</p> <p>Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.</p> <p>Information regarding tenderers in the proforma enclosed.</p> <p>Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.</p> <p>Organisation chart giving details of field management at site, the tenderer proposes to have for this job.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>Details of construction plant and equipments available with the tenderer for using in this work.</p> <p>Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.</p> <p>Latest Balance Sheet and Profit & Loss Account duly audited.</p> <p>Details of present commitment as per proforma enclosed to tender.</p> <p>Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.</p> <p>Provident fund registration certificate</p> <p>List showing all enclosures to tender.</p>
		<p>All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.</p>
		<p>Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.</p> <p>If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:</p> <p>When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.</p> <p>When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.</p> <p>When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.</p>
		<p>Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.</p>
		<p>Signature of Tenderer:</p> <p>The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.</p> <p>When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.</p>
		<p>Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.</p>
		<p>Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).</p>
		<p>Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s GAIL (India) Limited, and that M/s 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 M/s GAIL (India) Ltd. 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 Bidder/Contractor expressly agrees, acknowledges and understands that M/s 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, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.</p>
5.	Transfer of Tender	<p>Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

	Documents:	
6.	Earnest Money:	<p>The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit 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 Nationalised 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.</p> <p>The bid guarantee shall be submitted in the prescribed format .</p> <p>Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity).</p> <p>The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.</p> <p>Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.</p>
7	Validity:	<p>Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.</p>
8	Addenda/Corrigenda	<p>Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.</p> <p>Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.</p>
9	Right of Employer to Accept or Reject Tender:	<p>The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.</p> <p>Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.</p> <p>Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.</p>
10	Time Schedule	<p>The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.</p> <p>A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.</p> <p>Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.</p>
11	Tenderer's Responsibility	<p>11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		performance.
12	Retired Government or Company Officers	No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
13	Signing of the Contract:	The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
14	Field Management & Controlling/Coordinating Authority:	<p>The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.</p> <p>The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.</p>
15	Note to Schedule of Rates:	<p>The Schedule of Rates should be read in conjunction with all the other sections of the tender.</p> <p>The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.</p> <p>Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.</p> <p>The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.</p> <p>The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.</p>
16	Policy for Tenders Under Consideration:	Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GAIL to the Bidder.
		Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
17	Award of Contract:	<p>The Acceptance of Tender will be intimated to the successful Tenderer by GAIL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF AWARD OF TENDER.</p> <p>GAIL will be the sole judge in the matter of award of CONTRACT and the decision of GAIL shall be final and binding.</p>
18	Clarification of Tender Document:	<p>The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GAIL in triplicate. GAIL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.</p> <p>Verbal clarification and information given by GAIL or its employee(s) or its representatives shall not in any way be binding on GAIL.</p>
19	Local Conditions:	It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GAIL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.
20	Abnormal Rates:	The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

Section-IV. General Obligations

21	Priority of Contract Documents	<p>Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :</p> <ol style="list-style-type: none"> 1) The Contract Agreement ; 2) The Letter of Award ; 3) The (Instructions to Bidders)ITB; 4) Special Conditions of Contract (SCC); 5) General Conditions of Contract (GCC) 6) Any other document forming part of the Contract. <p>Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.</p>
		Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.
		Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
		Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
22	Special Conditions of Contract:	<p>Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.</p> <p>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.</p> <p>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.</p> <p>Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.</p> <p>The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.</p>
23	Contractor to obtain his own Information:	<p>The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.</p> <p>The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.</p> <p>Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.</p> <p>It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.</p> <p>No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.</p> <p>Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.</p>
24	Contract Performance Security:	<p>The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of (*) Excluding taxes & duties of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER. The Contract performance Guarantee / Security deposit amount shall be excluding taxes & duties and shall be valid for a period of 90 days beyond the contractual period / duration. The Contract performance Guarantee / Security deposit which will be refunded / returned after 3 months from completion of job.</p> <p>(*) Refer SCC Clause no.9 Section-IV of bidding document</p> <p>CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit 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 Nationalised 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.</p> <p>The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.</p> <p>If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER-IN-CHARGE shall be final).</p> <p>All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.</p> <p>Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.</p>
25	Time of Performance:	<p>Time for Mobilisation</p> <p>The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Acceptance and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.</p> <p>Time Schedule of Construction:</p> <p>The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.</p> <p>The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.</p> <p>CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF AWARD OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.</p> <p>The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.</p>
26	Force Majeure:	<p>CONDITIONS FOR FORCE MAJEURES</p> <p>In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p> <p>The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.</p> <p>Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.</p> <p>Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.</p> <p>If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.</p> <p>26.2 OUTBREAK OF WAR</p> <p>26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.</p> <p>26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.</p>
27	Price reduction schedule:	<p>27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

27.3	Bonus For Early Completion (*)	<p>the Contractor/ Contractor's Contract Performance Security payable on demand.</p> <p>The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.</p> <p>27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.</p> <p>27.3 BONUS FOR EARLY COMPLETION</p> <p>If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.</p> <p>(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.</p>
28	Rights of the employer to forfeit contract performance security:	<p>28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.</p>
29	Failure by the contractor to comply with the provisions of the contract:	<p>29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:</p> <p>a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.</p> <p>b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.</p> <p>29.2 In such events of Clause 29.1(a) or (b) above.</p> <p>a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.</p> <p>b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.</p> <p>29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.</p> <p>29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.</p>
30	Contractor remains liable to pay compensation if action not taken under clause 29:	<p>30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.</p>
31	Change in constitution:	<p>31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.</p>
32	Termination of contract	<p>32(A) TERMINATION OF CONTRACT FOR DEATH: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.</p> <p>32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC. If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.</p> <p>32 (C) In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GAIL (India) Ltd. against any type of tender nor their offer will be considered by GAIL against any ongoing tender (s) where contract between GAIL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL (India) Ltd. to such CONTRACTOR.</p>
33	Members of the employer not individually liable :	<p>33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

34	Employer not bound by personal representations:	34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.
35	Contractor's office at site:	35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.
36	Contractor's subordinate staff and their conduct	<p>36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.</p> <p>36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.</p> <p>36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.</p> <p>The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.</p> <p>36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.</p>
37	Sub-letting of works:	<p>37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.</p> <p>i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:</p> <p>The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.</p> <p>ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:</p> <p>At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.</p> <p>iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.</p> <p>iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:</p> <p>If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.</p> <p>v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:</p> <p>No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.</p>
38	Power of entry:	<p>38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.</p> <ul style="list-style-type: none"> i) fail to carry out the WORK in conformity with the CONTRACT documents, or ii) fail to carry out the WORK in accordance with the Time Schedule, or iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or vii) if the CONTRACTOR shall abandon the WORK or viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction <p>then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.</p>
39	Contractor's responsibility with the mechanical, electrical, intercommunication system, airconditioning contractors and other agencies:	<p>39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.</p> <p>The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.</p>
40	Other agencies at site:	<p>40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.</p>
41	Notice:	<p>41.1 TO THE CONTRACTOR:</p> <p>Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.</p> <p>41.2 TO THE EMPLOYER:</p> <p>Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GAIL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.</p>
42	Right of various interests:	<p>42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.</p> <p>ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.</p>
43	Patents and royalties:	<p>43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.</p> <p>43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.</p> <p>43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.</p> <p>43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.
44	Liens:	<p>44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.</p> <p>44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.</p> <p>44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.</p> <p>44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.</p>
45	Delays by employer or his authorised agents:	<p>45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.</p> <p>45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.</p> <p>In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.</p>
46	Payment if the contract is terminated:	<p>46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:</p> <p>a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.</p> <p>b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.</p> <p>46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.</p> <p>a) Any and all completed works.</p> <p>b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.</p>
47	No waiver of rights:	<p>47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
48	Certificate not to affect right of employer and liability of contractor:	48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
49	Language and measures:	49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
50	Transfer of title:	50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE. 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.
51	Release of information:	51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.
52	Brand names:	52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.
53	Completion of contract:	53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
54	Spares:	54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares. 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V Performance of Work

55	Execution of work:	55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
56	Co-ordination and inspection of work:	56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.
57	Work in monsoon and dewatering:	57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>according to the prescribed schedule. No extra rate will be considered for such work in monsoon.</p> <p>57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.</p>
58	Work on sundays and holidays:	<p>58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.</p>
59	General conditions for construction and erection work:	<p>59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.</p> <p>59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.</p> <p>59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.</p>
60	Alterations in specifications, design and extra works:	<p>60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.</p> <p>In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.</p> <p>60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-</p> <p>I. For Item Rate Contract</p> <p>a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.</p> <p>b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.</p> <p>c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.</p> <p>d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.</p> <p>e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-</p> <p>Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (\pm)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.</p> <p>Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:</p> <p>S.No. Range of Variation Percentage compensation for decrease in the value of work in the respective range.</p> <p>a) Beyond (+) 25% upto & No increase and/or decrease inclusive of (+) 50% shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).</p> <p>b) Beyond (-) 25% upto & For reduction beyond 25% inclusive of (-) 50% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.</p> <p>II. For Lumpsum Contracts</p> <p>CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.</p>
61	Drawings to be supplied by the employer	<p>61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.</p> <p>61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.</p> <p>61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.</p>
62	Drawings to be supplied by the contractor:	<p>62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.</p> <p>62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.</p> <p style="text-align: center;">"Certified true for _____ (Name of Work)</p> <p style="text-align: center;">Agreement No. _____</p> <p style="text-align: center;">Signed: _____ (CONTRACTOR) (ENGINEER-IN-CHARGE)</p> <p>62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.</p> <p>62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.</p>
63	Setting out works:	<p>63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.</p> <p>63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.</p> <p>63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.</p> <p>63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.</p> <p>63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.</p>
64	Responsibility for level and alignment:	<p>64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.</p>
65	Materials to be supplied by contractor:	<p>65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.</p> <p>65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.</p> <p>65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.</p>
66	Stores supplied by the employer:	<p>66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.</p> <p>66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.</p>
67	Conditions for issue of materials:	<p>67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.</p> <p>ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.</p> <p>iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.</p> <p>iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.</p> <p>v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.</p> <p>vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.</p> <p>vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.</p> <p>viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.</p> <p>x) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.</p> <p>xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.</p> <p>xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.</p> <p>xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.</p>
68	Material procured with assistance of employer/return of surplus:	<p>68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.</p>
69	Materials obtained from dismantling:	<p>69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.</p>
70	Articles of value found:	<p>70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.</p>
71	Discrepancies between instructions:	<p>71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN- CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.</p>
72	Action where no specification is issued:	<p>72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.</p>
73	Inspection of works:	<p>73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.</p> <p>73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.</p> <p>The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.</p> <p>73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.</p>
74	Tests for quality of work:	<p>74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.</p> <p>74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.</p> <p>74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.</p>
75	Samples for approval:	<p>75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.</p>
76	Action and compensation in case of bad work:	<p>76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.</p>
77	Suspension of works:	<p>77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>part of the CONTRACTOR.</p> <p>i) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.</p>
78	Employer may do part of work:	<p>78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.</p>
79	Possession prior to completion:	<p>79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.</p>
80	(Defects liability period) twelve months period of liability from the date of issue of completion certificate:	<p>80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.</p> <p>80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.</p> <p>If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.</p> <p>LIMITATION OF LIABILITY</p> <p>Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.</p>
81	Care of works:	<p>81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.</p> <p>81.1 DEFECTS PRIOR TO TAKING OVER:</p> <p>If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:</p> <p>a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and</p> <p>b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.</p> <p>In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.</p> <p>81.2 DEFECTS AFTER TAKING OVER:</p> <p>In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.</p> <p>If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.</p>
82	Guarantee/transfer of guarantee:	<p>82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.</p>
83	Training of employer's personnel:	<p>83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.</p>
84	Replacement of defective parts and materials:	<p>84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.</p> <p>84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.
85	Indemnity	85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
86	Construction aids, equipment's, tools & tackles:	CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI Certificates and Payments

87	Schedule of rates and payments:	<p>87.1 i) CONTRACTOR'S REMUNERATION:</p> <p>The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.</p> <p>ii) SCHEDULE OF RATES TO BE INCLUSIVE:</p> <p>The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.</p> <p>Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.</p> <p>iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:</p> <p>Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be</p>
----	---------------------------------	--

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>ordered in writing during the continuance of the CONTRACT.</p> <p>iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:</p> <p>The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges; if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.</p> <p>v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:</p> <p>No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.</p> <p>vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:</p> <p>The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.</p> <p>vii) SCHEDULE OF RATES CANNOT BE ALTERED:</p> <p>For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.</p> <p>For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.</p>
88	Procedure for measurement and billing of work in progress:	<p>88.1 BILLING PROCEDURE:</p> <p>Following procedures shall be adopted for billing of works executed by the CONTRACTOR.</p> <p>88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.</p> <p>88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.</p> <p>88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.</p> <p>88.1.4 GAIL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.</p> <p>88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.</p> <p>88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.</p> <p>88.1.7 COMPUTERISED BILLING SYSTEM : GAIL (India) Limited has introduced Computerised Billing System whereby when the Bills are submitted in GAIL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GAIL's website.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>88.2 SECURED ADVANCE ON MATERIAL:</p> <p>Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.</p> <p>88.3 DISPUTE IN MODE OF MEASUREMENT:</p> <p>In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.</p> <p>88.4 ROUNDING OF AMOUNTS:</p> <p>In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.</p>
89	Lumpsum in tender:	89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.
90	Running account payments to be regarded as advance:	90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties
91	Notice of claims for additional payments:	<p>91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.</p> <p>91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.</p>
92	Payment of contractor's bill:	<p>92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.</p> <p>92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.</p> <p>92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.</p>
93	Receipt for payment:	<p>93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.</p>
94	Completion certificate:	<p>94.1 APPLICATION FOR COMPLETION CERTIFICATE:</p> <p>When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.</p> <p>The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.</p> <p>The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.</p> <p>94.2 COMPLETION CERTIFICATE:</p> <p>Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.</p> <p>If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.</p> <p>94.3 COMPLETION CERTIFICATE DOCUMENTS:</p> <p>For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:</p> <ul style="list-style-type: none"> i) The technical documents according to which the WORK was carried out. ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE. iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work. iv) Certificates of final levels as set out for various works. v) Certificates of tests performed for various WORKS. vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.
95	Final decision and final certificate:	<p>95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		possession, working or using of the same or any part thereof by the EMPLOYER.
96	Certificate and payments on evidence of completion:	96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.
97	Deductions from the contract price:	97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII Taxes and Insurance

98	Taxes, Duties, Octroi etc:	<p>98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.</p> <p>Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.</p>
99	Sales tax/turnover tax:	99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.
100	Statutory variations	Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to GAIL. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GAIL.
101	Insurance:	<p>101.1 GENERAL</p> <p>CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:</p> <p>CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.</p> <p>Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall</p>

		<p>be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.</p> <p>Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.</p> <p>All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.</p> <p>CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.</p> <p>i) EMPLOYEES STATE INSURANCE ACT:</p> <p>The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.</p> <p>The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.</p> <p>The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.</p> <p>ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:</p> <p>Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.</p> <p>iii) ACCIDENT OR INJURY TO WORKMEN:</p> <p>The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.</p> <p>iv) TRANSIT INSURANCE</p>
--	--	---

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.</p> <p>Comprehensive AUTOMOBILE Insurance</p> <p>This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.</p> <p>Comprehensive General Liability Insurance</p> <p>This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.</p> <p>Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.</p> <p>The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.</p> <p>The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.</p> <p>The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.</p> <p>Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.</p> <p>vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:</p> <p>CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.</p>
102	Damage to Property or to any Person or any Third Party	<p>102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.</p> <p>ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.</p> <p>iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.</p>

SECTION-VIII Labour Laws

103	Labour laws:	<p>103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.</p> <p>ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.</p> <p>The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.</p> <p>The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.</p> <p>v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.</p> <p>vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.</p> <p>vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.</p> <p>viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.</p> <p>ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.</p> <p>x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.</p>
104	Implementation of apprentices act, 1961:	<p>104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.</p>
105	Contractor to indemnify the employer:	<p>105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p> <p>ii) PAYMENT OF CLAIMS AND DAMAGES:</p> <p>Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.</p> <p>iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.</p>
106	Health and sanitary arrangements for workers:	<p>106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.</p> <p>106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.</p>
		SECTION-IX Applicable Laws and Settlement of Disputes
107	Arbitration:	<p>Dispute Resolution :</p> <p>GAIL (India) Ltd. has framed the Conciliation Rules 2010 in conformity with supplementary to Part-III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-charge is deemed to be final and binding as provided in the agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.</p> <p>Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.</p> <p>In case of any dispute(s)/difference(s)/issue(s), as mentioned above, a Party shall notify then other Party (ies) in writing about such disput(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.</p> <p>Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate. If the acceptance is made orally, it is advisable that it be confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.</p> <p>If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.</p> <p>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</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>(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 Article 107 of GCC. 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.</p> <p>The cost of Conciliation proceedings including but not limited fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the parties equally.</p> <p>The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.</p> <p>107.2 Arbitration : Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.</p> <p>The Employer [GAIL (India) Ltd.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.</p> <p>In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GAIL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.</p> <p>The award of 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 proceedings shall be in English language and venue shall be New Delhi, India.</p> <p>Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.</p> <p>Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.</p> <p>107.3 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:</p> <p>"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.</p>
108	Jurisdiction:	<p>The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.</p>

SECTION-X Safety Codes

109	General:	<p>109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.</p>
-----	----------	--

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

110	Safety regulations:	<p>110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.</p> <p>ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.</p>
111	First aid and industrial injuries:	<p>111.0 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.</p> <p>ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.</p> <p>iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.</p>
112	General rules:	<p>112.0 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.</p>
113	Contractor's barricades:	<p>113.0 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-</p> <ul style="list-style-type: none"> a) Excavations b) Hoisting Areas. c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors. d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations. e) Rail Road unloading spots. <p>ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.</p> <p>iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.</p>
114	Scaffolding:	<p>114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).</p> <p>ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.</p> <p>iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.</p> <p>iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.</p> <p>v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

115	Excavation and trenching:	<p>115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.</p> <p>Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.</p>
116	Demolition/general safety:	<p>116.1 i) Before any demolition work is commenced and also during the progress of the demolition work</p> <p>a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.</p> <p>b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.</p> <p>c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.</p> <p>ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.</p> <p>a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.</p> <p>b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.</p> <p>c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.</p> <p>d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.</p> <p>e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.</p> <p>f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.</p> <p>1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.</p> <p>2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.</p> <p>3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.</p> <p>iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.</p> <p>iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:</p> <p>a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.</p> <p>b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.</p> <p>c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding.</p>

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		<p>winch or give signals to the operator.</p> <p>d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.</p> <p>e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.</p> <p>v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.</p> <p>vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.</p> <p>vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.</p> <p>viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.</p> <p>ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.</p> <p>In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.</p>
117	Care in handling inflammable gas:	117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER
118	Temporary combustible structures:	118.1 Temporary combustible structures will not be built near or around work site.
119	Precautions against fire:	119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
120	Explosives:	120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.
121	Mines act:	<p>121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.</p> <p>121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and</p>

Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

		to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.
122	Preservation of place:	122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.
123	Outbreak of infectious diseases:	123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
124	Use of intoxicants:	124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

Attachment-I

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

dated -----

Contract Agreement for the work of ----- of GAIL (INDIA) Ltd. made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GAIL (INDIA) LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Award of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim

e-Tender No. 8000006942
Bidding Document No. GAIL/NOIDA/C&P/14061
Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on
on behalf of EMPLOYER.

GAIL (INDIA) LIMITED

Signed and Delivered for and
on behalf of the CONTRACTORS.

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

Attachment-II

PROFORMA FOR INDEMNITY BOND

WHEREAS GAIL (India) Ltd. (hereinafter referred to as “GAIL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s *___ (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *___ and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GAIL that:

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

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

SIGNED BY :

For [Contractor]
Authorized Representative

Place:
Dated:

Witnesses: 1.
[On the Letter-head of Contractor]

2.

Attachment-III

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *____ and *____ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GAIL (India) Ltd. in reference to Tender No. _____ dated _____ ("Contract").

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from GAIL (India) Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and GAIL (India) Ltd. under and with reference to said Contract stands fully and finally settled.

We further absolve GAIL (India) Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated :

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

CONTENTS

<u>SL.NO.</u>	<u>DESCRIPTION</u>
1.0	GENERAL
2.0	TIME OF COMPLETION
3.0	TERMS OF PAYMENT
4.0	INSURANCE
5.0	INSPECTION OF WORKS
6.0	QUALITY ASSURANCE SYSTEMS
7.0	SURVEY EQUIPMENT & SITE ORGANISATION
8.0	PRICE REDUCTION SCHEDULE
9.0	DEFECT LIABILITY PERIOD
10.0	HEALTH, SAFETY AND ENVIRONMENT (HSE)
11.0	FACILITY MANAGEMENT SERVICES
12.0	EXPERT MANDAYS SERVICES
13.0	LIEN

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1.1 Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.
- 1.1.2 Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.1.4 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Telex/Telegram of Acceptance.
 - iii) Schedule of Rates as enclosures of Letter of Acceptance.
 - iv) Job/ Particular Specifications
 - v) Drawings
 - vi) Technical/Material Specifications
 - vii) Special Conditions of Contract
 - viii) General Conditions of Contract
 - ix) Indian Standards
 - x) Other Applicable Standards.
- 1.1.6 It will be Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

2.0 TIME OF COMPLETION:

Mobilization Period:

A mobilization period of 15 days from the date of LOI/FOI will be provided to the successful bidder for mobilization of resources at site. The Completion period as mentioned for PART A , B and C will be inclusive of mobilization period.

Completion Period:

- a) PART –A: Carrying out GIS mapping for GAIL’s pipeline network (JLPL, Jaiselmer, Assam, Tripura, NCR, Mumbai and Gujarat network of 4400 Kms) and other assets throughout India :- Fifteen (15) months from the date of LOI/FOI including mobilization period.

Carrying out Geospatial Information System (GIS) mapping for GAIL Pipeline Network

- b) PART-B: Carrying out GIS mapping for GAIL's pipeline network (KG basin, Cauvery basin, VSPL, DBPL network of 2550 Kms) and other assets throughout India:- Ten (10) months from the date of LOI/FOI including mobilization period.
- c) PART-C: Carrying out GIS mapping for GAIL's pipeline network (HVJ-GREP-DVPL-VDPL network of 4050 Kms) and other assets throughout India: - Twelve (12) months from the date of LOI/FOI including mobilization period.

Training: After Installation, training has to be provided by contractor of PART-A, as per intimation from GAIL.PRS will not be applicable for the training and the timing of conducting the training will be at the sole discretion of GAIL.

- 2.2 A joint programme of execution of work will be prepared by the Contractor in consultation with Engineer-in-charge.
- 2.3 Contractor shall submit the schedule to EIC in accordance to overall completion period. The Contractor shall scrupulously adhere to the agreed schedule by deploying adequate personnel so as to complete the work in time. In all matters concerning the extent of targets set out and weekly achievements, the decision of the Engineer-in-charge shall be final and binding on the contractor.
- 2.4 Contractor shall give Weekly Progress Report of work done in the Performa prescribed by EIC.

3.0 TERMS OF PAYMENT :

S.No.	Milestone Description	%of payment of SOR Rate
A	SOR Item No. – 01,03&04	
(i)	On completion of field work for GPS & PDI survey, Depth of pipeline and submission of draft report for 500 Km (or in multiple of 500 Km).	40%
(ii)	On submission of final report along with shape file	50%
(iii)	On completion of entire work i.e. all SOR item	10%
B	SOR item No.-02	
(i)	On completion of work for this item and of entire works as per all SOR item	90%
(ii)	On completion of entire work i.e. all SOR item	10%
C	SOR Item No. 05	
(i)	On completion of job on pro-rata basis on procurement and submission of village maps including digitization	60%
(ii)	On submission of Final Drawing, Revenue Records including submission of shape files.	30%
(iii)	On completion of entire work i.e. all SOR item	10%
D	SOR item No.-06	
(i)	Conversion of data in shape file and its submission	90%
(ii)	On completion of entire work i.e. all SOR item	10%
E	SOR item No.-07	
(i)	On completion of development of GIS Database and presenting in draft mode	20%
(ii)	On completion of Final Database, preparation of Web base solution, its commissioning and uploading in GAIL's server	70%
(iii)	On completion of entire work i.e. all SOR item	10%
F	SOR Item No.-08&09	
(i)	On certification of EIC after submission of Invoice of monthly basis.	100%
G	SOR Item No. 10	

(ii)	On certification of EIC after completion of this item as per scope of work.	90%
(iii)	On completion of entire work i.e. all SOR item	10%

Note:

Payment shall be regulated for PART-A, B and C as per their respective SOR Items. SOR items No. 7-10 are not applicable for PART – B&C

Quoted rates for Support Services (item No. 9 SOR-A) shall remain firm upto two years after completion of contract and for subsequent years the price escalation @ 5% per year on the basic quoted price of this item shall be applicable. Separate intimation shall be given by Engineer-In-Charge (EIC) for this item as and when required during the long term service agreement of 5 years.

4.0 PAYING AUTHORITY:

All payments against the contract shall be released by HOD (F&A) GAIL, Noida, India. The Master invoices along with site invoices (Ship to Site & Bill to HOD F&A Noida) must be addressed to:

HOD (F&A)
GAIL (India) Limited,
19th floor, Jubilee Tower
B-35&36, Sector-1
Noida-201301

The CENVAT invoices are to be raised as per the following:

Part A :Officer in Charge
GAIL India Limited
B 35-36, Jubilee tower
Noida 201301

Part B : Officer in Charge
GAIL India Limited
Corporate Miller, 2nd floor, 332/1, Thimmaiah Road,
Vasant nagar , Bengaluru -560 052, Karnataka

Part C : Officer in Charge
GAIL India Limited
Vijaipur, Distt Guna, M.P-473112

5.0 INSURANCE:

At Clause no. 101 of GCC, following is added.

Contractor at his own expense, shall arrange, secure and maintain WC insurances from reputable insurance companies to the satisfaction of the EMPLOYER, before start of work.

6.0 INSPECTION OF WORKS/FIELD VERIFICATION

- 6.1 The work is subject to inspection at all times by the Engineer-in-charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of tender.
- 6.2 Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the contractor from any of his responsibilities under this contract.
- 6.3 Statutory fees paid to Statutory Authorities and others for Inspection for the reasons attributable to the Contractor shall be borne by the Contractor.
- 6.4 Field Verification may be carried out for 20% of the executed length of each 100km and if any discrepancy found in that portion, then Contractor has to re-do the complete job for that 100km again.

6.0 QUALITY ASSURANCE SYSTEM:

- 6.1 Tenderer shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract.
- 6.2 The GAIL or their representative shall reserve the right to inspect/witness, review any or all stages or work at site as deemed necessary for quality assurance.

7.0 SURVEY EQUIPMENT AND SITE ORGANIZATION:

7.1 Survey Equipment

The contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate equipment, tools and tackles, manpower etc. at his own cost and augment the same as decided by Engineer-in-charge depending on the exigencies of work to suit the survey schedule without any additional cost to GAIL. No Survey Equipment shall be supplied by GAIL.

7.2 Site Organization

The contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in-charge depending on the exigencies of work to suit the survey schedule without any additional cost to GAIL .

8.0 PRICE REDUCTION SCHEDULE (PRS):

PRS shall be applicable as per the General conditions of contract (GCC). However, the PRS will not be applicable for the training item and the timing of conducting the training will be at the sole discretion of GAIL.

9.0 DEFECT LIABILITY PERIOD & WARRANTY:

The defect liability period for the work carried out through this contract and warranty of the system shall be 12 months from the date of successful completion of the Project.

10.0 HEALTH, SAFETY AND ENVIRONMENT (HSE):

The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE) as per prevailing practice.

11.0 FACILITY MANAGEMENT SERVICES:

The Vendor shall provide FMS services for 24 man months from the date of successful commissioning of the system to maintain the system for required system availability and other services for normal operation of system. The FMS services shall be extendable for a further period as per the discretion of GAIL.

The Vendor has to quote for providing services of its engineer at Master Station, Noida on per man month basis. The man month rates will include all traveling ,boarding, lodging, medical, local transport all insurances including Bidder's personnel and third party insurance, income/corporate tax (as maybe applicable) and all other incidental charges. The normal working hours at GAIL Noida are 0915 -1745 hrs. on all GAIL working days,(Monday to Friday), However, if required due to work exigency; the services may be beyond normal working hours or on holidays and no extra payment will be paid.

The person deployed in general shift shall provide the management interface facility and will have the responsibility for managing the complete service delivery. He shall be responsible

for Server Management and OS Administration Services including Monitoring, Troubleshooting, upgrading new versions of the software, maintenance , attending User calls and taking daily/weekly/yearly backup as per GAIL Policy in this regard and shall be responsible for restoration of the same (If required).

Vendor's personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.

12.0 EXPERT MANDAYS SERVICES:

GAIL may require services of expert OEM software vendor engineer on man-day basis for troubleshooting, engineering, integration, up gradation of software, migration of hardware/software activities on obsolescence.

The Vendor has to quote for providing services of its engineer at Master Station, Noida on per diem basis. The vendor shall quote per diem charges which shall include lodging, boarding, medical, local transport all insurances including Bidder's personnel and third party insurance, income/corporate tax (as maybe applicable) and all other incidental charges including to and fro Air/Rail fare.

The services of vendor engineer will be used by GAIL as per the requirement during 05 years after the completion of work. Payment will be released by GAIL as per actual number of man days utilized on completion of each visit.

13.0 LIEN:

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

SECTION – V

Scope of Work and Technical Specification

1 INTRODUCTION:

GAIL (India) Ltd is a Central Public Sector Undertaking (PSU) under the Ministry of Petroleum & Natural Gas (MoP&NG) Govt of India. After having started as a natural gas transmission company during the late eighties, has grown organically by building large network of Natural Gas Pipelines covering over 10000 Km with a capacity of around 172 MMSCMD; two LPG Pipelines covering 2040 Km with a capacity of 3.3 MMTPA of LPG; seven gas processing plants for production of LPG and other Liquid Hydrocarbons, with a production capacity of 1.4 MMTPA; and a gas based integrated Petrochemical plant of 410,000 TPA polymer capacity.

2.0 OBJECTIVE :

GAIL intends to have an enterprise wide GIS mapping of all its pipeline network across the country and other assets such as LPG plant, compressor stations & Petrochemical plant etc.

The main objective of this proposed system is as follows:

1. GIS mapping of all GAIL pipelines and assets.
2. Population density survey along GAIL Pipelines within 200 mtrs on either side of ROU boundary.
3. Measurement of depth of cover on the pipeline
4. Collection of cadastral maps and digitation.
5. Development of a web based solution for GIS mapping.
6. Facility Management and support services.

The job broadly includes but not limited to the following:

Processing of High Resolution Satellite, Exterior orientation of High Resolution Stereo Satellite Images (HRSI) by establishing ground control points as required using DGPS, post processing, geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor

Providing of the pipeline POI, route corridor along with installations such as petrochemical plant, compressor station, terminals, SVs, IPs etc. Geospatial features of the area [such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital details etc.] so as to visually represent the geographical locations along with Source of Gas supply & existing customers.

Providing of pipeline Point-of-Interest (POI) information as per **Annexure-I** along the pipeline Right of Use (RoU) such as Kilometer Posts, Turning points (TP), CP Test Lead points (TLP), Sectionalizing Valves, Pipeline Stations/Offices, Pipeline Crossings etc. on top of the map. Providing map based query/search features for obtaining information along the pipeline route corridor and RoU for effective maintenance and disaster management control.

This GIS is to be developed in such a fashion that there is a complete scope for horizontal and vertical expansion for the system growth and Integration.

The indicative map of GAIL's pipeline network is attached below for ready reference.



GAIL'S PIPELINE NETWORK



- Not to the Scale
- Pipelines Route are Indicative in Nature

3.0 SCOPE FOR GIS MAPPING:

3.1 GIS Mapping of Pipelines and Assets:

The works consists of Processing of High Resolution Stereo Satellite images, Establishing ground control point through DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 4 km along the pipeline on existing permanent structure. Conducting GPS based survey for the existing pipeline route using pipeline locator in order to establish as built pipeline route along with all associated facilities like SVs, IPs, Terminals, Tap-offs etc. by plotting central line, establishing route corridor and mapping (geo-reference) all the ground features within the acquired ROU like permanent structures, trees, land use pattern along the route. **Geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor..** The work shall be executed in three parts (03) i.e. Part-A, Part-B & Part-C as mentioned in the schedule of rates and as per following pipeline details:

Part	Pipeline Section	Length (KM)
Part-A	JLPL	1414
	Jaisalmer	151
	Assam	8
	Tripura	61
	CJHPL	262
	DBNPL	803
	Mumbai	129
	DUPL-DPPL	875
	Gujarat	691
	Total	4394
Part-B	KG Basin	881
	Cauvery	278
	VSPL	618
	Dabhol-Banglore	1004
	KKMBPL	41
	Total	2822
Part-C	HVJ-GREP-DVPL	4613
	GREP-DVPL upgradation	1112
	GPU Gandhar-IOCL	2
	GUP VJPR-IOCL	4
	Total	5731
	Grand Total (Part A+B+C)	12947

NOTE: For the purpose of the payment, where more than 01 pipelines are in same RoU; payment shall be made for 01 pipeline length only.

The survey is to be carried out in pipeline sections from one pigging station/launcher to next pigging station/receiver. The start chainage (zero) will be the isolation valve of the launcher and end chainage will be the isolation valve of the receiver.

The sequence of the site work to be executed is :

Part A – Gujarat region → NCR region → Mumbai → JLPL & Rajasthan region

Part B – KG basin region → Cauvery region → VSPL → Dabhol- Bangalore → Kochi Region

Part C – GREP & VDPL → Auriaya region → HVJ (Hazira – Vijaipur),
 DVPL-I & II & Vijaipur Region

MILESTONES FOR COMPLETION OF WORK:

Part A: (JLPL, Jaiselmer, Assam , Tripura, NCR, Mumbai and Gujarat Region)

Milestone	Description	Completion from FOI/LOI
I	Completion of activities of item 1,2,3,4 of SOR of Part A for Gujarat region pipelines (691 Kms)	02 Months
II	Completion of activities of item 1,2,3,4 of SOR of Part A for NCR region pipelines (1065 Kms)	4.5 Months
III	Completion of activities of item 1,2,3,4 of SOR of Part A for Mumbai region pipelines (1004 Kms)	07 Months
IV	Completion of activities of item 1,2,3,4 of SOR of Part A for JLPL & Rajasthan region and rest of pipelines (1636 Kms)	10 Months
V	Completion of Item no 5,6 of SOR Part A	13 Months
VI	Development of GIS based web solution and integration of data & completion of Item 7 of SOR Part A	15 Months

Part B : (KG basin, Cauvery Basin, VSPL, Dabhol- Bangalore & Kochi Region)

Milestone	Description	Completion from FOI/LOI
I	Completion of activities of item 1,2,3,4 of SOR of Part B for KG and Cauvery region pipelines (1159 Kms, 300 Kms common ROU)	03 Months
II	Completion of activities of item 1,2,3,4 of SOR of Part B for VSPL region pipelines (618 Kms)	05 Months
III	Completion of activities of item 1,2,3,4 of SOR of Part B for DBPL & Kochi region pipelines (1045 Kms)	08 Months
IV	Completion of activities of Item no 5 & 6 of SOR Part B	10 Months

Part C : (HVJ-GREP and DVPL – Central Region Pipelines)

Milestone	Description	Completion from FOI/LOI
I	Completion of activities of item 1,2,3,4 of SOR of Part C for GREP and VDPL pipelines (500 Kms common ROU, 02 pipelines)	03 Months
II	Completion of activities of item 1,2,3,4 of SOR of Part C for Vijaipur –Auriaya, Auriaya-J,pur, Aur-Babrara-Dadri, region pipelines (1027 Kms)	06 Months
III	Completion of activities of item 1,2,3,4 of SOR of Part C for Hazira-Vijaipur, DVPL-I, DVPL-II VKPL and rest of the pipelines(800 Kms ROU, 03 pipelines parallel for 611 kms and 02 pipelines parallel for 140 Kms)	09 Months
IV	Completion of activities of Item no 5 & 6 of SOR Part C	12 Months

The details of pipelines in each region will be provided after award of job.

Minimum deployment of resources for each Part of Work:

Contractor shall deploy a minimum of 04 teams consisting of DGPS, GPS, Line location, PDI & Cadastral Surveyors (Diploma with 01 yrs relevant experience or ITI with 03 year relevant experience) for each part of the work, headed by a Project Manager (Minimum Graduate with 05 yrs of experience in GIS or pipeline route surveys). Contractor shall submit the details of the equipment to be deployed for the work along with bid document.

Contractor shall have valid wireless license from statutory authority for DGPS equipment and shall submit a copy of license along with the bid.

- 3.2 Carrying out GPS based Population Density Survey (PDI) as per technical specification at ***Annexure-II*** for existing NG/LPG pipelines under operation, within the corridor of 200 mtrs. on either side of the ROU boundary and ROU. Preparation and submission of reports. The work also includes submission of comparison report of current PDI data v/s old PDI data / details (provided by GAIL). Also submission of data in .shp files to be used for GIS mapping.
- 3.3 Conducting GPS based survey for mapping of permanent installations including internal assets for
- (i) PATA Petrochemical Complex at Auraiya, U.P
 - (ii) LPG Plant and Compressor Station Vijaipur at Guna, M.P
 - (iii) Compressor Station at Hazira (Gujarat), Jhabua (MP), Khera ,Ujjain(M.P) ,Dibiyapur(UP), Kailaras (MP) & Chainsa (Haryana)
 - (iv) LPG Plants at Usar (Maharashtra), Lakwa(Assam) & Gandhar (Gujarat)
 - (v) LPG Booster Stations at Mansarampura, Jaipur (Rajasthan), Nasirabad, Ajmer(Rajasthan), Abu Road (Rajasthan), Samakhiali, Gandhidham (Gujarat) and Booster Stations along Vizag-Secundarabad LPG pipeline.
 - (vi) Source of Gas supply & existing customers.
 - (vii) Any other station, terminals etc. not covered above but required to be mapped.
- 3.4 Capturing of pipeline Points-of-Interest as per ***Annexure-I*** (POI/Waypoints information along the pipeline Right of Use (ROU) such as Kilometer Posts, Turning points (TP), warning sign boards, direction markers, boundary pillars, Test Lead points (TLP), Sectionalizing Valves, IP stations Terminals, Pipeline Crossings such as rail/road, river , foreign pipelines ,canal crossings etc).
- 3.5 Pipeline asset and other geographical features and attributes will be incorporated in the map in different layers on base map.
- 3.6 The contractor shall provide the survey results in AutoCAD Drawing & ArcGIS Geo database format.
- 3.7 Assistance in Procurement of High Resolution satellite imagery of +/- 0.5 mtrs resolution from NRS Hyderabad. However, payment towards procurement shall be borne by GAIL.
- 3.8 **Establishment of DGPS control points having accuracy of ± 10 mm and at interval of 4 km along the pipeline on existing permanent structure by standard system of establishing ground control points, such as primary(minimum-4hrs), secondary (minimum-1hrs)and tertiary (minimum-45min) control points with adequate hours of observations.**

- 3.9 The contractor shall provide the survey results in shape file (.shp) processed through ESRI Arc GIS platform (latest version).
- 3.10 Preparation of seamless GIS Geo-database for the entire pipeline route with salient features such as major crossings (Roads, Railway lines, Rivers, Nalas / Streams, Canals etc.) and POI/Way points/ground control points, base map, etc. as required on WGS 1984 coordinate system.
- 3.11 GIS Geo-database for the surveyed pipeline route shall be capable of featuring the attributes as given hereunder:
- Route Map showing the alignment of the pipeline including crossings, TPs etc.
 - Major crossings such as National Highway, State Highway, Railways, Canals, Rivers, HDD etc.
 - Mainline Valve Locations, Pump Stations, RCP Stations, Scraper Stations, Terminal stations.
 - Cadastral Survey information including details of
 - Survey Nos.
 - Ownership area of affected Survey no. in ROU
 - ROU Corridor
 - Permanent feature within ROU.
 - Village maps, Talukas, Districts etc.
 - Land & crop Compensation details (Will be provided by GAIL)
- 3.12 The following layers of information & attributes shall be incorporated in the map :
- i) **Land data** – This layer will contain all land records like cadastral maps, case files, village information, and compensation details etc.
 - ii) **Geographical Information** – This layer will contain information about nearest district headquarters, important townships, defense establishments, road & railway network, pipeline ROW, forests, etc.
 - iii) **Emergency Response** – This layer will have information about nearest hospitals, police stations, fire service, offices of district administration etc.
 - iv) **Pipeline data** – This layer will have information about pipeline like alteration /addition of pipeline segments, positions of stations, all road crossings, railway crossing, cased crossings, submerged crossing etc.
 - v) **Station Data** – This layer will contain details like layouts and other internal details of the stations.
 - vi) **Cathodic data** – Information about cathodic data such as TR/CP units, Anode ground beds and Test Lead points (TLPs) will be kept in this layer.
 - vii) **Miscellaneous** – This layer will have provision for information regarding data of miscellaneous nature like encroachment etc.
 - viii) **Population density Index** – This layer will have the information regarding the number of buildings and their tentative occupancy as per the class locations.

- ix) **Depth of cover of pipeline:** This layer will have the information regarding the depth of cover of the pipeline along the pipeline route.

The above mentioned layers will be created with data from available sources. Pipeline related technical data for the layers will be provided by Company. The rest of the data will be collected from other available sources and geo referenced by the executing agency.

4.0 Digital (Vectorised) base Map:

Generation of digitized (Vectorised) base map of Area of Interest showing ,Physical, Political, Geographical GIS, land use , land cover, in digital form with following layers:

A. Administrative Layer

- a. National Boundary
- b. State Boundary
- c. District Boundary
- d. Sub-district Boundary
- e. Town Boundary
- f. Village as a point
- g. Name of state, district and villages as per census of India.

B. Transportation Layer

- a. National Highway
- b. State Highway
- c. Major District road
- d. Other important roads
- e. Rail Network
- f. Airports

C. Land Use

- a. Green Bodies: - Major forests, sanctuaries, and other green areas of importance.
- b. Water Bodies: - Rivers, major canals, major ponds, reservoirs and other water bodies of importance.
- c. Longitude, latitude, Elevation

D. Point of Interest

- a. Major government offices such as District collector, Tehsil, Block.
- b. Railway stations.
- c. Hospitals
- d. Police stations
- e. Fire stations
- f. Other important landmarks.
- g. Major nearby industries.

5.0 Land Information System and Pipeline cover:

Land information system:

The work includes collection of available digitized Revenue Maps and land related information such as the name of the land owner based on the authentic revenue records, area

of under ROU and compensation paid from GAIL and incorporating the same in GIS data base and GIS web solution. For the areas where the Revenue maps are not available with GAIL, the contractor has to collect the revenue maps and the land ownership details from district authorities, digitize and geo reference them and incorporate the same in the Web GIS solution and the data base. All expenditure required for collection of the cadastral maps and land owner details from the revenue authorities and their digitization is in the scope of contractor.

Measurement of depth of Cover :

The work includes collection of pipeline depth using pipeline locator at every 250 m interval and at TPs (except at River Crossing and the like) on pipeline and correlating the same with MSL for plotting the pipeline profile. Depth has to be recorded for each pipeline separately for the parallel pipelines in same ROU.

6.0 Development of Web Based GIS Solution:

Supply, Installation, configuration, integration and commissioning of a web based GIS system for GAIL Pipelines with all accessories and licenses required on ESRI Arc GIS platform latest version and using WGS 1984 coordinate system as base reference. The cost of license to borne by the contractor. The work also includes the integration of GIS, Land, Cadastral , depth of cover etc data collected by GAIL for part B and C for other pipelines or the data available with GAIL for other pipelines.

Supply of any other add-on software (which is required for the working of the system) by the vendor at no extra cost. Testing of the fully integrated system to ensure that performance standards are met.

- 6.1 The Web base solution should have following modules with features / functionalities as listed below.

No.	MODULE	Functionalities, data and information Required
1	Home	<ul style="list-style-type: none"> General information about GAIL and its pipeline network
2	Corridor Viewer	<ul style="list-style-type: none"> Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc. Route Map Details Updated Corridor Map details Processed satellite images with pipeline route Cadastral Map Details PDI Data Depth of cover of pipeline Spatial Tools for Planning, Decision Making & Analysis <ul style="list-style-type: none"> Emergency Support Spatial & Non Spatial Searching
	This module assist in viewing the pipeline network in a seamless manner including emergency details, facilitates to query the data along the corridor The module will have HRSI images, base map in digital format.	

7.0 Availability of IT infrastructure in GAIL

The GIS web based solution shall be enterprise-wide system and user should be able to access the system using Internet browser in their LAN/WAN connected PC. GAIL has its own LAN/WAN network (INTRANET) through which all users and stations are connected.

Supplied web solution shall be integrated with Active Directory for LDAP authentication and role-based access by users across GAIL locations.

Web-based GIS application should be capable of handling Min. 100 no.s of concurrent users. It should be modular, scalable and have capacity to integrate future GAIL pipelines.

GAIL's Primary Datacenter is based in NOIDA and is operational on 24X7 bases. It is the central site of all applications like SAP, E-Mail, Internet, Intranet and other legacy applications. All applications are maintained and managed centrally at NOIDA Datacenter.

GAIL's DR (Disaster Recovery) Site is located in Jaipur which hosts almost all applications operational at Primary Site of GAIL. In the event of any disaster, all business critical applications like SAP, E-Mail, Internet, Intranet etc. are made operational from DR site of GAIL.

GAIL has got more than 100 locations connected on Wide Area Network (WAN) with minimum 2 Mbps connectivity on different media like Leased-line, Microwave and Optical Fiber.

HARDWARE & SOFTWARE FOR GIS SYSTEM

Server for GIS System

Developed Web-based GIS System/Application alongwith all associated softwares like ArcGIS Server Enterprise, Database etc. shall be installed in single DR enabled Virtual Machine.

"DR enabled Virtual Machine" here means that at any point of time Virtual Machine shall be active either from Primary Site - Noida or DR Site - Jaipur. Thus users shall access the GIS application from one Virtual Machine only which is either active from Noida or Jaipur at given point of time. In GAIL's Virtualization setup, virtual Machine is replicated to DR site using storage-based replication.

Allocated resources to Virtual Machine – Required resources like CPU / RAM / HDD Capacity etc., shall be allocated to Virtual Machine as specified by the bidder.

System Software – Required Windows Server Operating System 2012/2008 R2 to be installed in Virtual Machine shall be provided by GAIL.

Application & Database Software – Bidder shall provide all the software required for making the GIS application operational like ArcGIS Server Enterprise, compatible database software etc.

For the above setup, adequate licenses of such software (ArcGIS Server Enterprise, database software etc.) shall be provided while keeping in view the application requirements as per need of GAIL specified in this tender document.

ArcGIS Desktop Software – In addition to above, bidder shall provide following additional ArcGIS Desktop software licenses of latest version, for use of GAIL:

ArcGIS Desktop Info / Advanced – 1 No. (Concurrent Use)

ArcGIS Desktop Editor Extension - 1 No. (Concurrent Use)

ArcGIS Desktop Network Analyst Extension - 1 No. (Concurrent Use)

ArcGIS Engine Runtime – 5 No.s (Concurrent Use)

8.0 TRAINING:

Vendor shall conduct training programme as per details given below:

- a) Vendor shall train Company's engineers/system manager on the developed system in batches of 5-10 engineers of 3 working days duration at GAIL Noida for minimum 5 batches.
- b) GAIL will provide the infrastructure at Noida; however the training material in soft and hard form is to be provided by the vendor and all expenditure related to the faculty shall be borne by the bidder and are considered to be included in the quoted price.

9.0 WARRANTY:

The vendor shall provide warranty for all supplied software for 12 months from the date of successful implementation of complete system.

All the supplied software licenses shall have lifetime validity in the name of GAIL and shall be covered under back-to-back OEM support for the warranty period.

10.0 SCOPE OF SUPPLY:

10.1 SCOPE OF SUPPLY OF CONTRACTOR:

The Vendor's scope of supply and works shall include, but not limited to, all the activities of design, engineering, development, testing, supply, installation, commissioning, training and support of the system as per requirements of the tender.

- Deployment of requisite manpower for project implementation, providing all qualified skilled and unskilled personnel to carry out the entire job and facilities required to complete the job to the entire satisfaction of the GAIL in accordance with the requirements of the tender document.
- Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of contractor.
- Collection of pipeline depth using pipeline locator at every 250 m interval and at TPs (except at River Crossing and the like) on pipeline and correlating the same with MSL for plotting the pipeline profile as per scope of work. Depths has to be recorded for each pipeline separately in parallel pipeline in same ROU.
- The persons employed by the Contractor shall be technically qualified and trained in development of requisite software and operation of various computer applications.
- Deployment of bidder owned requisite hardware/equipment for his workers on returnable basis.
- All consumables for printing, storing, and creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.

- Traveling, Boarding and lodging for all its personnel deployed for the execution of the work is to be arranged by the bidder.
- Right of access to GAIL or its representative for audit of the quality and accuracy of work done.
- The integrity and confidentiality of the GAIL's information assets are to be maintained by the bidder.
- Adequate physical and logical controls should be used to restrict and limit the access to the GAIL's business information to the authorized users.
- Contractor shall be responsible for settling all compensation and disputes arising out of any damages caused by him or his workmen during the execution of work.

10.2 SCOPE OF SUPPLY BY GAIL:

GAIL's responsibility shall be limited to the followings and all other resources, logistic support, facilities, licenses etc required to complete the work under the scope shall be arranged by the contractor himself without any cost to GAIL.

DATA

- High Resolution Satellite Images for the Area of Interest
- Data/documents in hard and available soft copy.
- As built drawings of pipeline sections.
- Available Data pertaining to revenue map, ownership details for Right of Users (RoU) and Compensation Details. Revenue data which is not available with GAIL have to be acquired by contractor and is in his scope.
- Any other information pertaining to pipeline and assets.

11.0 DOCUMENT/DATA SUBMISSION

Report

The vendor shall furnish following documents & drawings in three copies (03) in hard and soft format.

- i) Updated Base map using satellite images
- ii) Processed Satellite Images (softcopy only)
- iii) **Route map of each Region/Pipeline on SOI Topographical sheets of scale 1:50,000 / 1:25,000 / 1:2,50,000.**
- iv) User manual for Web Based PIMS.
- v) GPS mapping reports of each pipeline.
- vi) PDI survey reports of each pipeline.
- vii) ROU Land mapping report of each pipeline.
- viii) Depth of cover of each pipeline.
- ix) Additional Cadastral maps & data collected on acquired ROU.

Contents and presentation of reports shall be reviewed/approved by owner in the initial stage to be prepared by the Contractor. The Contractor shall Incorporate all comments / suggestions given by owner and prepare all documents accordingly. The contractor shall obtain approval of owner on draft report before final submission.

12.0 FACILITY MANAGEMENT SERVICES:

The Vendor shall provide FMS services at GAIL Noida for 24 months from the date of successful commissioning of the system to maintain the system for required system availability and other services for normal operation of system. The FMS services shall be extendable for a further period as per the discretion of GAIL as per terms and conditions of contract.

As part of scope of FMS, Vendor shall depute one person in general shift on all working days at GAIL office for providing services for day to day normal operation of the system.

The personnel deployed at the above location shall be an engineering graduate preferably in IT and shall be well conversant with the system and have minimum experience of 02 years.

Key Contractor Employees:

GAIL requires the following from Bidder in relation to his employee (s) placed at the site for FM Services:

- Minimum Qualification/Certification/Experience to perform the job
- Bio-data with proper references
- Police verification report
- Any other statutory / GAIL requirements, like PF certificate
- Contractor needs to take prior approval of GAIL for the employee before placing him/her on the account.

Right of Joining / Replacement:

GAIL may take interview of the employees to be positioned in GAIL premises for the FM service. Also, Vendor should replace any employee on the request of GAIL for the reasons attributed to GAIL. Any leave /absence / replacement of FMS engineer by the bidder for FMS services shall be reported to the EIC with backup plan at least 07 days prior to the occurrence and approved by the EIC.

13.0 EXPERT SERVICES ON MAN DAY RATES :

GAIL may require expert OEM services from Vendor on man-day basis for troubleshooting, engineering, data management, integration with other systems, up gradation of software, migration of hardware/software activities on obsolescence. These services will be required during 05 years of long term agreement / contract between GAIL and Vendor. The man day rates will include all travelling, boarding, lodging, local conveyance and all taxes and duties.

The services of vendor engineer will be used by GAIL as per the requirement during 05 years of agreement / contract between GAIL and vendor from the date of placement of work Order. Payment will be released by GAIL as per actual number of man days utilized on completion of each visit.

The engineer of Vendor shall be called for a minimum of two (2) days at a time. The days will be counted from the date of report at GAIL office and upto the last reported day at site. No payment will be made for travel days/period for travel from place of origin to GAIL Noida and back from GAIL Noida to place of origin. However, if the GAIL requires the visit of Vendor engineer from GAIL Noida to other regional locations of GAIL due to work requirement, the boarding lodging and travel by Train (AC2 tier)/Car/ Economy class air will be arranged by GAIL and the travel time limited to maximum of one manday will be included in the payment days.

Working hours prevailing at site, normally 8 hours/day - Monday through Friday and holidays as applicable to GAIL's site personnel shall apply. No payment shall be made for Holidays, however If the job requires the work to be executed on holidays, the payment will be made as per the quoted Mandays rates for normal working days and no additional payment on account of overtime etc. will be paid.

Vendor's personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.

A prior notice period of 15 days will be given for mobilization of vendor's engineer to site for integration of balance pipelines or any other engineering services.

14.0 ENGINEERING SUPPORT AND SERVICES FOR INTEGRATION OF NEW PIPELINES:

GAIL may require expert OEM services of software Vendor for engineering and integration of new and balance pipelines of GAIL to the developed system. The services of vendor engineer will be used by GAIL as per the requirement during 05 years of agreement / contract between GAIL and vendor.

15.0 DETAILED TECHNICAL SPECIFICATION

- I. Development of a Web based, 3-tier Client-Server architecture, Geographic information system software that stores and links geographic reference data and non-graphic attributes related to pipeline sections with latitude and longitude as described elsewhere with graphic map features for wide range of information processing, storage & quick retrieval of information.
- II. The pipeline Geographic information system (PL_GIS) should include all the standard features like pan, zoom (zoom in, zoom out, zoom rectangle), previous view, next view, buffer, measurement tool, print option, etc. along with pipeline related data.
- III. The PL-GIS package shall have information/details of locations (Basic inputs/location details will be provided by Owner).
- IV. The contractor shall physically verify all the data provided by the Owner and update them wherever necessary. If the Owner is unable to provide some data, the same shall be collected by the contractor from his own sources.
- V. All field data and GPS coordinates are to be collected by the party by field survey for which all arrangements are to be made by the party themselves.
- VI. All maps developed under the GIS survey have to be Geo-referenced. Any non Geo-referenced maps will not be accepted.
- VII. The pipeline data, maintenance history etc. available with the Owner shall be provided to the contractor.
- VIII. Inter-crossings of pipelines are to be shown.
- IX. The system should maintain auto synchronization with the updated database. If any modification or changes done in existing database it should reflect on the map and its spatial information.
- X. There should be some process to introduce new spatial objects including its attribute information in the map.
- XI. The application must follow some mechanism so that each time the entire browser should not get refreshed when any spatial operation happen like locating particular location, open/close number of layers. Similar like Ajax technology.
- XII. The system must provide spatial object information with following events: on mouse over, on click, and some other mechanism to get detail information of specific spatial object and all should be initiated from map with very user friendly way.

- XIII. Background database must be GIS compatible and should support major GIS object type. Database license need to be procured and provided by the party (if it is not open source) with lifetime use for this project.
- XIV. The contractor will install the total system in the Owner's server when the server becomes available at the owners end and till then in a server to be provided by the bidder on rental basis including all the dependencies & ensure efficient working to the satisfaction of Engineer-in-Charge.
- XV. The developed package shall have provisions/User Interface for modification/ editing of all the alterable data like details of land owner, village Pradhan, Police Station In Charge etc. by the Owner themselves. Owner should be provided with License to Operate and Modify the database at later stage. There will no provisions for any royalty sort of recurring cost.
- XVI. The developed package shall have provisions/User Interface for insertion/modification/ editing of Layers by the administrator.
- XVII. Easy Retrieval of information: The information should be instantly retrievable from any location on the map. The selected object should be highlighted in specific colour on the map and provide user to access the data stored about the object or engineering information.
- XVIII. Retriever of relevant information only: The GIS package developed should have facility to enable retrieval of only those relevant data from the map, which is sought by user.
- XIX. The system should be simple and user friendly so that user, without previous computer exposure can learn to use subject system with little bit of training. The system need to support concurrent access by multiple users irrespective of the location of users.
- XX. Any modification, editing of data, etc. should be recorded and stored for future requirement for traceability.
- XXI. The database shall be secured with password protection. Data browser window need to be provided with only viewing privilege and that should be accessible through Intranet/Internet that also require authentication. 'Confidentiality Warning' need to displayed on the opening screen.
- XXII. The system shall have provision to further update existing database/ information at Owner's end without additional cost to Owner.
- XXIII. The contractor shall provide system integration service, which shall include installation, commissioning, configuration and customization of the software and database in totality.
- XXIV. The contractor shall provide consolidated data bank & GIS package in electronic media, as approved by EIC.
- XXV. Before making the final GIS package, contractor has to present the pre-final package for viewing of the Owner and nay modification/ updation suggested by the Owner shall be incorporated by the party in the final package.
- XXVI. The system developed should be Web Based & Network compatible and should also be suitable for continuous updation/ alterations etc. by the Owner. The contractor will install the total system in the owner's server & ensure efficient working to the satisfaction of Engineer-In-Charge.
- XXVII. The contractor shall provide training assistance to Owner's employees at Owner's place
- XXVIII. GIS coordinates of the facilities along the pipelines ROW to be provided by the party to the Owner.
- XXIX. The contractor shall provide details of work progress report on daily/ weekly basis through e-mail or as desired by the Owner.
- XXX. The contractor shall settle all the disputes that might arise between them and the land owners, villagers etc. while doing survey in the field without any intervention by the Owner.
- XXXI. If any mistake is found in the information entered by the contractor in the GIS package within the defect liability period, the same is to be corrected free of cost and the updated version are to be provided to the Owner.
- XXXII. It will be the responsibility of the Contractor to ensure integration and implementation of the system after test run with test data, live run of the system with real data, training to user and installation & commissioning of the system.

- XXXIII. The Owner will provide a list of regular search queries on different aspects of the pipeline. The vendor will have to provide such query screens which are user friendly and helps easy retrieval of information.
- XXXIV. The GIS package should have extensive reporting module, the reporting module should have some predefined regular reports which can be generated on a click. The report module should also have a report builder through which user can develop user defined reports. Also the system should have proper mechanism to export the search in excel format.
- XXXV. The party will have to ensure in writing that the software developed will be able to accept standard GIS data in future and if otherwise, the same shall be provided by the party at own cost within in the Defect Liability Period.
- XXXVI. Software in suitable media along with Original license form principal to be supplied for the system / sub system along with all passwords set at factor level for configuration changes.
- XXXVII. Security Considerations: PL-GIS application shall have different levels of security for preventing unauthorized access penetration into the system. Various access control and management shall be built into the layers like web layer, application layer and database layer.
- XXXVIII. Application Security : PL-GIS application shall maintain audit trail for all transactional and master data related activities. In all the transaction user-id,time and all other important related fields shall be logged.
- XXXIX. Project Execution Approach: Contractor shall identify and appoint a senior project manager who shall have experience of managing complex projects. Contractor shall also identify and appoint core team, different function team with sufficient experience in their respective fields.
- XL. Project schedule and Work plan: Contractor shall submit implementation plan and schedule for the PL-GIS application in detail.
- XLI. Project control measures: The project strategy shall be based on clear structuring of the project work into phases and activities consistent with the methodology leading to appropriate deliverable as scheduled.

Contractor shall carry out all work in strict compliance with applicable documents enclosed with the tender and as per the instructions of GAIL. The scope of work shall also include any other item/work required to complete the work in all respects as per specifications, drawings and instructions of GAIL whether specifically mentioned here in or not, but required to fulfill the intended purpose of this tender.

Annexure-I

POINTS OF INTEREST

GENERAL

A. Administrative Layer

- a. National Boundary
- b. State Boundary
- c. District Boundary
- d. Sub-district Boundary
- e. Town Boundary
- f. Village as a point
- g. Name of state, district and villages as per census of India.

B. Transportation Layer

- a. National Highway
- b. State Highway
- c. Major District road
- d. Other important roads
- e. Rail Network
- f. Airports

C. Land Use

- a. Ecologically Sensitive Zone, Coastal Regulatory Zone, Industrial Areas
- b. Green Bodies: - Major forests, sanctuaries, and other green areas of importance.
- c. Water Bodies: - Rivers, major canals, major ponds, reservoirs and other water bodies of importance.
- d. Datum contours (90 m)
- e. Longitude, latitude, Elevation

D. Emergency Response

- a. Major government offices such as District collector, Tehsil, Block.
- b. Railway stations.
- c. Hospitals
- d. Police stations
- e. Fire stations
- f. Other important landmarks.
- g. Major nearby industries.

Annexure-II

TECHNICAL SPECIFICATION
for
POPULATION DENSITY SURVEY

1.0 Objective

The objective of population density survey is to obtain details of population density (dwelling units, type of buildings, public places of gatherings etc.) along pipeline route in case of Gas pipelines.

2.0 Requirements

- 2.1 Population density as per enclosed Annexure-II shall be collected along entire pipeline route for a corridor extending 200 m on either side of the route centerline. Collected data for each column as defined in Annexure –II
- 2.2 The population density data shall be marked on the route maps / alignment sheets provided by GAIL (location of dwelling, buildings, public places/facilities where more than 20 people assemble and multiple story buildings etc.)
- 2.3 Facility/locations where 20 or more persons assemble during normal use (viz. school, hospital, factory etc.) shall also be clearly indicated.
- 2.4 Information about Dwellings / facilities located within 15 m of the centerline of pipeline route shall also be mentioned highlighted in the report.
- 2.5 Population Density details shall be prepared and presented in a format as shown in Annexure-III.

3.0 Presentation of Survey Data

- 3.1 The drawings (Route maps / Alignment sheets) showing population density data are to be submitted to GAIL in soft / hard copies as mentioned in the scope of work.

.....ContinuedAnnexure-II

ADDITIONAL REQUIREMENT FOR GAS PIPELINE DETERMINATION OF POPULATION DENSITY INDEX AND CLASS LOCATION

1.0 When survey is performed for High pressure gas pipelines, the class locations based on population density index as per code ANSI B 31.8 “Gas Transmission and Distribution Piping, Systems” shall be recorded along with chainages at change of each class location.

2.0 Population density index along the pipeline route shall be determined as follows.

A zone, 400 M, wide, shall be considered along the pipeline route with the pipeline in the centerline of this zone. Then the entire route of the pipeline shall be divided into lengths of 1600M. such that the individual lengths will include the maximum number of dwellings intended for human occupancy. The number of such dwellings that are intended of human occupancy within each 1600 M zone shall be counted and reported along with other survey data.

3.0 Area shall be classified based on guidelines as given below:

a) **Class 1: location**

A Class 1 location is any 1600 M section that has 10 or fewer dwellings intended for human Occupancy.

b) **Class 2: Location**

A Class 2 location is any 1600 M section that has more than 10 but less than 46 dwellings intended for human occupancy.

c) **Class 3: Location**

A Class 3 location is any 1600 M section that has more than 46 dwellings intended for human occupancy except when a class 4 location prevails.

d) **Class 4: Locaiton**

A Class 4 location includes areas where multi-stored buildings are prevalent and where traffic is heavy or dense and where there may be numerous other utilities underground.

4.0 In addition to the criteria contained in clause 3.0 above, while classifying areas, additional consideration must be given to possibilities of increase in concentration of population along the pipe line route such as may be caused by the presence of schools. Hospitals, recreational areas of an organized character, places of assembly, places of worship, etc. If one or more of these facilities are present, the area shall be classified as class 3 Location.

5.0 Notwithstanding the provisions of clause 3.0 above, while determining class location of an area due consideration shall be given to the possibility of future development of the area during the design life of the pipeline. If it appears likely that future development may cause a change in the location class, this shall be taken into consideration while determining its class location.

Annexure-III

Population Density Data along Pipeline Route

Pipeline Section No.-

Id No.	Village Name	Pipeline Chainage in m	Co-ordinates		Perpendicular Distance of dwelling from pipeline centerline in m			Direction Right or Left	Type of dwelling (building/facility) note-1	Total no. of dwelling units in case of PDM	Whether >20 people assemble during normal course (yes/no) (pp)	Remarks (refer note-1)
			Northing	Easting	0-15	15-100	>100					

Notes :

1. Type of dwelling/facility shall be identified as

- TH - Temporary Hutments
PD - Permanent Dwelling having less than 3 storeys
PDM - Permanent Dwelling having more than 3 storeys
PP - Public place like School, Hospital, Playground, Market, Temple, place for public gathering/ annual fare etc.
(to be clarified under remarks)

2. Each dwelling unit in a multiple dwelling unit shall be counted as a separate unit.

SECTION-VI

PRICE SCHEDULE



Refer Separate SORs in Excel Formats as SRM attachments