

**KLPL is Non-Governmental/
Non-PSU Company**

Konkan LNG Private Limited (KLPL)

**RFQ/ Tender No:
KLPL/HQ/C&P/Contract for Environmental Clearance/2019**

BIDDING DOCUMENT FOR

**HIRING OF SERVICES OF CONSULTANT FOR OBTAINING
ENVIRONMENTAL & CRZ CLEARANCE FOR BREAKWATER
PROJECT OF CNG TERMINAL**

**TENDERING UNDER
“Domestic Manual Bidding”**

**Prepared and Issued by
Konkan LNG Private Limited
GAIL Jubilee Tower. 5th Floor
B- 35-36, Sector 1, Noida 201301
Ph. No. 0120-4148923**

BID/OFFER/TENDER IS TO BE SUBMITTED AT

**Konkan LNG Private Limited
GAIL Jubilee Tower. 5th Floor
B- 35-36, Sector 1, Noida 201301
Ph. No. 0120-4148923**

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: KLPL/HQ/C&P/Contract for Environmental Clearance/2019 Date: 15.02.2019

To,

PROSPECTIVE BIDDERS

SUB: HIRING OF SERVICES OF CONSULTANT FOR OBTAINING ENVIRONMENTAL & CRZ CLEARANCE FOR BREAKWATER PROJECT OF CNG TERMINAL

Dear Sir/Madam,

1.0 Konkan LNG Pvt. Limited, promoted by M/s GAIL (India) Limited & M/s NTPC Limited [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 & CIN No. U11100DL2015PTC288147], invites bids from bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF JOB/BRIEF SCOPE OF WORK/JOB	HIRING OF SERVICES OF CONSULTANT FOR OBTAINING ENVIRONMENTAL & CRZ CLEARANCE FOR BREAKWATER PROJECT OF LNG TERMINAL				
(B)	TENDER NO. & DATE	KLPL/HQ/C&P/Contract for Environmental Clearance/2019				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">SINGLE BID SYSTEM</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">E-TENDER</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table>	E-TENDER	<input type="checkbox"/>	MANUAL	<input checked="" type="checkbox"/>
E-TENDER	<input type="checkbox"/>					
MANUAL	<input checked="" type="checkbox"/>					
(E)	COMPLETION/ CONTRACT PERIOD	7 Months from date of FOA				

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
(G)	AVAILAITY OF TENDER DOCUMENT ON WEBSITE(S)	From 15.02.2019 (1700 Hrs , IST) to 01.03.2019 (1500 Hrs., IST) on following websites: GAIL Tender's Website: www.gailtender.in konkanlng.in rgppl.com GEM & CPP Portals	
(H)	BID EVALUATION CRITERIA (BEC)	Applicable	<input checked="" type="checkbox"/>
		Not- Applicable	<input type="checkbox"/>
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 20.02.2019 Time : 11:00 Hrs Venue: Conference Hall Konkan LNG Private Limited GAIL Jubilee Tower. 5th Floor B- 35-36, Sector 1, Noida 201301 Ph. No. 0120-4148923	
(J)	DUE DATE & TIME OF BID SUBMISSION	Date : 01.03.2019 Time : 15:00 Hrs	
(K)	DATE & TIME OF UN-PRICED BID OPENING	Date : 01.03.2019 Time : 16:00 Hrs	
(L)	CONTRACT PERFORMANCE SECURITY (CPS)	Not-Applicable	
(M)	CONTACT DETAILS	Name : Rajeev Mehrotra Designation: DGM (C&P) Phone No. & Extn : 0120-4148923 E-mail: rmehrotra@gail.co.in /mkkataria@gail.co.in	

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 10 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred website(s). Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 KLPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Konkan LNG Pvt. Limited

(Authorized Signatory)

Name : Rajeev Mehrotra
Designation: DGM (C&P)
Phone No. & Extn : 0120-4148923
E-mail: rmehrotra@gail.co.in

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From: ***To:***

.....
.....

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

=====

SECTION-II

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

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

A. Technical: Consultant having valid accreditation (valid for atleast one year from the date of bid submission) from National Accreditation Board for Education and Training (NABET) sector-33 in Category “A” Schedule 7(e) of MOEFCC Notification dated Sept 14,2006 & subsequent Amendments, will only be considered for appointment.

The bidder must have successfully completed at least one Contract/ Service Order, in the preceding 07 years as on due date of bid submission, for a job under Section33 Category-A Schedule 7(e).

Financial Criteria: The bidder must have Minimum Turnover of INR 30 Lac in any one of the preceding) three financial years ending on 31.03.2018 (i.e. FY 2015-2016, 2016-2017 & 2017- 2018

Note: For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year, in lieu of financial year.

B. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

In support of the claim of meeting the criterion, bidder must submit documentary proof as under :

Technical:

- i) Accreditation from NABET (valid for atleast one year from the date of bid submission) for Sector-33 in Category “A” Schedule 7(e)of MOEFCC Notification dated Sept 14,2006 & subsequent Amendments.
- ii) Copy of relevant Contract/Service Order.
- iii)Copy of Completion/ Execution/Client Certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate).

Financial:

In support of the claim of meeting the financial criterion, the bidder must furnish “Details of financial capability of Bidder” in prescribed Format F-9 duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements (including Balance Sheet, Profit & Loss Account, Auditor Reports etc.) submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

C. AUTHENTICATION OF DOCUMENT(S) IN SUPPORT OF BID EVALUATION CRITERIA (BEC)

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

All document(s) in support of Financial Criteria of Bid Evaluation Criteria (BEC) to be furnished by the Bidder shall necessarily be certified / attested as under:

The bidder shall submit “Details of Financial Capability of Bidder” in prescribed format F-9 duly signed and stamped by Chartered accountant.

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

D. PRICE EVALUATION METHODOLOGY:

The job is non-devisable/ non-splitable. Hence, owner will evaluate and compare the bids, previously determined to be substantially responsive, thru “Least Cost Selection (LCS)” Methodology.

In case any GST unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.

In case any cess on GST is applicable same shall also be considered in evaluation.

The bids will be evaluated without considering the effect of input credit of GST (CGST & SGST/UTGST or IGST).

Total work shall be awarded to lowest evaluated bidder on single point responsibility basis. The bidders must quote for full quantity against each item and all items of Price Schedule.

Notes:

- a. Bidder shall quote prices in Indian Rupees Only.
- b. If after the opening of price part, it is observed that the bidder has not indicated the prices in the price bid, the bid of such bidder shall be considered as non-responsive and shall be rejected.
- c. The evaluation and ordering shall be carried out considering the rates of Taxes & Duties as quoted in the bid. However, payment shall be made as per the taxes & duties quoted by the bidder or payable as per statutes in case of wrong assessment of taxes and duties, whichever is less. Any errors/omissions in statutory taxes/duties shall not be permitted to be corrected.
- d. In case any cess on GST is applicable same shall also be considered in evaluation.
- e. **BIDS NOT CONFORMING TO “ZERO DEVIATION BID” REQUIREMENT SHALL BE REJECTED.**
- f. Preferences:
 - (i) MSE Preference: Applicable
 - (ii) Relaxation to Startup Enterprise: Not Applicable
 - (iii) Purchase Preference linked with Local content (PP-LC): Not Applicable
 - (iv) Preference for Domestically Manufactured Electronic Products: Not Applicable.

SECTION-III

INSTRUCTION TO **BIDDERS**

INSTRUCTION TO BIDDERS

INDEX

- [A] GENERAL:**
 - 1. SCOPE OF BID
 - 2. ELIGIBLE BIDDERS
 - 3. ONE BID PER BIDDER
 - 4. COST OF BIDDING
 - 5. SITE-VISIT
- [B] BIDDING DOCUMENTS:**
 - 6. CONTENTS OF BIDDING DOCUMENTS
 - 7. CLARIFICATION OF BIDDING DOCUMENTS
 - 8. AMENDMENT OF BIDDING DOCUMENTS
- [C] PREPARATION OF BIDS:**
 - 9. LANGUAGE OF BID
 - 10. DOCUMENTS COMPRISING THE BID
 - 11. SCHEDULE OF RATES / BID PRICES
 - 12. GST (CGST & SGST/ UTGST or IGST)
 - 13. BID CURRENCIES
 - 14. BID VALIDITY
 - 15. PRE-BID MEETING
 - 16. FORMAT AND SIGNING OF BID
 - 17. ZERO DEVIATION & REJECTION CRITERIA
 - 18. E-PAYMENT
- [D] SUBMISSION OF BIDS:**
 - 19. SUBMISSION, SEALING AND MARKING OF BIDS
 - 20. DEADLINE FOR SUBMISSION OF BIDS
 - 21. LATE BIDS
 - 22. MODIFICATION AND WITHDRAWAL OF BIDS
- [E] BID OPENING AND EVALUATION:**
 - 23. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 - 24. BID OPENING
 - 25. CONFIDENTIALITY
 - 26. CONTACTING THE EMPLOYER
 - 27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 - 28. CORRECTION OF ERRORS
 - 29. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
 - 30. EVALUATION AND COMPARISON OF BIDS
 - 31. PURCHASE PREFERENCE
- [F] AWARD OF CONTRACT:**
 - 32. AWARD
 - 33. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
 - 34. SIGNING OF AGREEMENT
 - 35. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

36. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
37. VENDOR EVALUATION PROCEDURE
38. INCOME TAX & CORPORATE TAX
39. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS
40. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES(S) INTER SE AND PUBLIC SECTOR ENTERPRISES(S) AND GOVERNMENT DEPARTMENT(S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSE(S) DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES
41. DISPUTE RESOLUTION
42. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
43. CONSULTNAT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
44. QUARTERLY CLOSURE OF THE CONTRACT
45. EMPLOYMENT VISA FOR FOREIGN NATIONALS
46. PROVISION FOR STARTUPS
47. CONFLICT OF INTEREST
48. PROFESSIONAL LIABILITY

[G] ANNEXURES:

1. ANNEXURE-I:PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-IV: BIDDING DATA SHEET (BDS)

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 35" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by KLPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of KLPL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform KLPL in case the bidder is put on 'Holiday' by KLPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 35 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to KLPL by the bidder.

It shall be the sole responsibility of the bidder to inform KLPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.35 of ITB.

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

2.5 Power of Attorney:

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

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

3. ONE BID PER BIDDER

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

- 3.2 Alternative Bids shall not be considered.

4. COST OF BIDDING

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

5. SITE VISIT

- 5.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

- 5.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 5.3 The Bidder shall not be entitled to hold any claim against KLPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

- 6.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
Annexures
Forms & Formats
- Section VI : General Conditions of Contract [GCC]
- Section-V : Scope of work/ Terms of Reference [TOR]
- Section-VI : Schedule of Rates

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

7. CLARIFICATION OF BIDDING DOCUMENTS

- 7.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify KLPL in writing or by fax or email at KLPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. KLPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. KLPL may respond in writing to the request for clarification. KLPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on KLPL's tendering web site [www.gailtenders.in] / communicated to prospective bidders by e-mail/ fax.

- 7.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 7.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

8. AMENDMENT OF BIDDING DOCUMENTS

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

ICI – PREPARATION OF BIDS

9. LANGUAGE OF BID:

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

10. DOCUMENTS COMPRISING THE BID

- 10.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:
 - 10.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:
 - a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - b. 'Bidder's General Information', as per 'Form F-1'.
 - c. 'Bid Form', as per 'Form F-2'
 - d. Copies of documents, as required in 'Form F-3'
 - e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
 - f. 'Letter of Authority' on the Letter Head, as per 'Form F-5'
 - g. 'No Deviation Confirmation', as per 'Form F-6'
 - h. 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
 - i. 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j. 'Agreed Terms and Conditions', as per 'Form F-10'
 - k. 'Acknowledgement cum Consent Letter', as per 'Form F-11'
 - l. Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
 - m. Undertaking on the Letter head, as per the Form F-12.
 - n. Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.5 of ITB
 - o. E-banking Mandate Form F-19.
 - p. Additional document specified in Bidding Data Sheet (BDS).

- q. Any other information/details required as per Bidding Document
- r. Tender document duly signed on all pages by Authorised signatory.

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

10.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. KLPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the L1 bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11. SCHEDULE OF RATES / BID PRICES

- 11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Scope of Work as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 11.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 11.4 All duties, taxes and other levies [if any] payable by the Consultant under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-F8) and SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 11.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 28 of ITB.
- 11.7 Further, Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in SOR.

12. GST (CGST & SGST/ UTGST or IGST)

12.1 GST IN CASE OF INDIAN BIDDER

- 12.1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 12.1.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Consultant providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant with requisite details.

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

- 12.1.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of KLPL that the Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from KLPL to the government exchequer, then, that Consultant shall be put under Holiday list of KLPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants. This action will be in addition to the right of recovery of financial implication arising on KLPL.
- 12.1.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

The base date for the purpose of applying statutory variation shall be the Bid Due Date. New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Consultant on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

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

12.1.5.1 Owner/KLPL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Consultant at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable Owner/KLPL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

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

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

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

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

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

12.1.10 Anti-profiteering clause

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

12.1.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by KLPL. Further, in case rating of bidder

is negative / black listed after award of job, then KLPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by KLPL.

12.1.12 The Contractor shall mention the particulars of Konkan LNG Pvt. Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of KLPL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

12.2 GST IN CASE OF FOREIGN BIDDER:

A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

For Foreign bidders, GST (CGST & SGST/UTGST or IGST) shall be payable by Employer to statutory authorities in India under reverse charge mechanism.

12.3 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 11 and 12 of ITB.

13. BID CURRENCIES:

13.1 Indian Bidders may submit bid in Indian Rupees

13.2 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.

14. BID VALIDITY

14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by KLPL as 'non-responsive'.

14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

15. PRE-BID MEETING

15.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-6.1", that may become necessary as a result of the Pre-Bid Meeting shall be

made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8", and not through the minutes of the Pre-Bid Meeting.

15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16. FORMAT AND SIGNING OF BID

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

16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

16.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

17. ZERO DEVIATION AND REJECTION CRITERIA

17.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. KLPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note KLPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 27 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. KLPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. KLPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- (a) Bidder not meeting Bid Evaluation Criteria attached in Tender Document.
- (b) Firm Price
- (c) Scope of Work / Terms of Reference
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Guarantee / Defect Liability Period (if applicable)
- (h) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (i) Force Majeure & Applicable Laws

- (j) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

18. E-PAYMENT

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

[D] – SUBMISSION OF BIDS

19. SUBMISSION, SEALING AND MARKING OF BIDS

19.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 10 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

19.2 All the bids shall be addressed to the owner at address specified in IFB.

19.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

20. DEADLINE FOR SUBMISSION OF BIDS

20.1 KLPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 of ITB refers). In which case all rights and obligations of KLPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GAIL's tender website/ communicated to the bidders.

21. LATE BIDS

21.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

21.2 In case of manual tendering, bids received by KLPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. Further, Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

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

22. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

22.1.2 IN CASE OF MANUAL BIDDING

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

- 22.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 10 & 20 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number:....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of KLPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 22.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in rejection of Bid.
- 22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 22.5 In case after price bid opening lowest evaluated bidder (i.e. L1 bidder) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

KLPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for KLPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which KLPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

24. BID OPENING

24.1 Unpriced Bid (Technical Proposal) Opening:

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

24.2 Priced Bid (Financial Proposal) Opening:

After the qualification with respect to Bid Evaluation Criteria (BEC), those Bidders whose proposals did not meet the BEC or were considered non-responsive to the Tender Document, their Financial Proposals will not be opened.

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

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

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

24.3 Negotiations & Availability of Professional staff/experts

The successful bidder shall be invited for negotiations if considered necessary by KLPL. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. KLPL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, KLPL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, KLPL will require assurances that the Professional staff will be actually available. KLPL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by KLPL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

24.4 Conclusion of the negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations KLPL and the Consultant will initial the agreed Contract. After completing negotiations, KLPL shall award the Contract to the selected Consultant.

If the negotiations with the selected successful bidder fail, the employer/owner/KLPL shall cancel the bidding process and re-invite the bids.

25. CONFIDENTIALITY

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

26. CONTACTING THE EMPLOYER

26.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

26.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

27.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents (if applicable);
- (b) Has been properly signed;
- (c) Is substantially responsive to the requirements of the Bidding Documents; and
- (d) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-27.2"

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

27.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

28. CORRECTION OF ERRORS

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

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

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

29. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS: NA

30. EVALUATION AND COMPARISON OF BIDS

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

31. PURCHASE PREFERENCE-NA

[F] – AWARD OF CONTRACT

32. AWARD

Subject to "ITB: Clause-27", KLPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“KLPL intent to place the order/contract directly on the address from where Services are rendered. In case, bidder wants order/ contract at some other address or Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

33. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

33.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by KLPL either by Fax / E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on KLPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. KLPL may

choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 33.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".

34. SIGNING OF AGREEMENT

- 34.1 KLPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to KLPL.

- 34.2 The successful Bidder/ shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]".

- 34.3 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached in this Bidding Document.

35. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

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

- 35.2 The Fraud Prevention Policy document is available on KLPL's website (www.gailonline.com)

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

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

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

36. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) [applicable for Indian bidder]

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

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

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

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

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

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

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

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

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

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

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

- 36.4 If against an order placed by KLPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 36.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 36.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head(s) that all the terms and conditions of tender document shall be acceptable to them.

37. **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

38. **INCOME TAX & CORPORATE TAX**

- 38.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 38.2 Corporate Tax liability, if any, shall be to the contractor’s account.
- 38.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- 38.4 Withholding Tax (WHT) for foreign bidders shall be as per clause no.39 of ITB

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

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

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

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

39. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS- NA

40. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES(S) INTER SE AND PUBLIC SECTOR ENTERPRISES(S) AND GOVERNMENT DEPARTMENT(S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSE(S) DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between central public sector enterprises (CPSEs) inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning railways, income tax, customs & excise departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/ FTS-1835 dated 22.05.2018.

41. DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

41.1 GAIL 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.

41.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.

41.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

- 41.4 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.
- 41.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 41.6 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 Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 41.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 41.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 41.9 Cl. No. 45.1 to 45.8 is applicable with KLPL as well.

42. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

43. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

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

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

44. **EMPLOYMENT VISA FOR FOREIGN NATIONALS-NA**

46. **PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [APPLICABLE FOR INDIAN BIDDERS ONLY] : Not Applicable**

47. **CONFLICT OF INTEREST**

47.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

47.2 KLPL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of KLPL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by KLPL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may

not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

- d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.

If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.

- e. A Consultant, who has been appointed by KLPL to assist in a bidding process where KLPL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of KLPL in a bidding process shall not be qualified in KLPL's tender for the same assignment.

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

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

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

48. PROFESSIONAL LIABILITY

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

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

A Definitions:

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

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

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

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

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

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

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

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

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

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

A.9 “Investigating Agency” shall mean any department or unit of KLPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of

the KLPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S.No	Description	Period of banning from the date of insurance of Banning order
1	Misrepresentation/False information other 02 years than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category	02 years
2	Corrupt/Fraudulent (pertaining to BEC of 03 years tender) /Collusive/Coercive Practices If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning	03 years
2.1	(v) Repeated once	07 years (in addition to the period already served)
	(vi) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of 7 years materials provided by KLPL	07 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

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

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

- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

suspension order and show cause notice must include that (i) the agency is put on suspension list and

(ii) why action should not be taken for banning the agency for future business from KLPL.

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

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of KLPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of KLPL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per

process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2 **FOR CONSULTANCY JOBS**

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

3.3 **FOR OPERATION & MAINTENANCE**

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

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

10. **ERRANT BIDDER**

In case after price bid opening , lowest evaluated bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, KLPL shall

forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

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

11. In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of KLPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from KLPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Konkan LNG Pvt. Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

against Reliability Performance.

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

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

Sl. No.	Range (Marks)	Rating	Signature of Authorised Signatory:
1	60 & below	POOR	
2	61-75	FAIR	Name:
3	76-90	GOOD	
4	More than 90	VERY GOOD	Designation:

GOOD

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases 10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature 0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2 5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

Annexure-III

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

----Not Applicable----

BIDDING DATA SHEET (BDS)**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.1	The Employer/Owner is: KLPL
B. BIDDING DOCUMENT	
ITB clause	Description
7.1	<p>For <u>clarification purposes</u> only, the communication address is:</p> <p>1) Attention: DGM (C&P) Street Address: GAIL Jubilee Tower B 35-36, Sector 1 Sh. Rajiv Mehrotra Floor/Room number: 5th, Floor City: NOIDA ZIP Code:201301 Email: rmehrotra@gail.co.in ;</p> <p>2) Attention: GM (PE) Street Address: GAIL Jubilee Tower B 35-36, Sector 1 Sh. M K Kataria Floor/Room number: 5th, Floor City: NOIDA ZIP Code:201301 Email: mkkataria@gail.co.in</p>
C. PREPARATION OF BIDS	
ITB clause	Description
10.1.1(s)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents
11	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <p>(a) The items must be read in conjunction with Scope of Work & other terms-conditions of the Bid Documents.</p> <p>(b) Quoted price will be inclusive of all taxes & duties, except GST (CGST & SGST/UTGST or IGST).</p> <p>(c) Rate of GST (GST & SGST/UTGST or IGST) shall be applicable, as indicated in Agreed Terms & Conditions (Format-F-10). In case bidder does not provide requisite information, there prices will be loaded with applicable GST (CGST &</p>

	<p>SGST/UTGST or IGST) during evaluation of bid.</p> <p>Additional clause to ITB : 12.1.9(i)</p> <p><i>“Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.</i></p> <p><i>If input tax credit is not available to GAIL for any reason not attributable to GAIL, then KLPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by KLPL in future to the Supplier/Contractor under this contract or under any other contract.</i></p> <p><i>In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from KLPL to the government exchequer, then, that Supplier shall be put under Holiday list of KLPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on KLPL.”</i></p>				
11 & 12	<p>Whether KLPL will be able to avail input tax credit in instant tender</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">✓</td> </tr> </table>	YES		NO	✓
YES					
NO	✓				
14	The bid validity period shall be 90 Days from final 'Bid Due Date'.				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
16	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
9.3 and 4.0 of IFB	<p>For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, Owner’s address is : Attention: DGM (C&P) Street Address: GAIL Jubilee Tower B 35-36, Sector 1 Rajiv Mehrotra Floor/Room number: 5th, Floor City: NOIDA ZIP Code: 201301 Country: INDIA.</p>				

24	<p>The bid opening shall take place at: Street Address: GAIL Jubilee Tower B 35-36, Sector 1 Floor/Room number: 5TH, Floor City : NOIDA Country: INDIA Date: Time: 15:00 Hrs</p>				
F. AWARD OF CONTRACT					
ITB clause	Description				
34	State of which stamp paper is required for Contract Agreement: Noida UP				
36	<p>Whether tendered item is split able or divisible :</p> <table border="1" data-bbox="443 638 1099 737"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">✓</td> </tr> </table>	YES	X	NO	✓
YES	X				
NO	✓				
43	<p>Quarterly Closure of Contract:</p> <table border="1" data-bbox="443 842 1099 978"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
46	<p>Applicability of provisions relating to Startpus:</p> <table border="1" data-bbox="443 1129 1099 1255"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
47	<p>Applicability of provisions regarding invoice for reduced value or credit note towards PRS:</p> <table border="1" data-bbox="443 1402 1099 1566"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

**FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN
INDIA- NA**

**FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS
CONNECTION IN INDIA- NA**

ANNEXURE-VI

[For entities Located in Country or specified territories with which India has DTAA]

FORM 10F-NA

LIST OF FORMS & FORMAT

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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s KLPL
TENDER NO: **KLPL/HQ/C&P/Consultant for EC for Breakwater/2018/**

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLAEANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,
M/s KLPL

SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE FOR BREAKWATER WORKS

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019 Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Document showing annual turnover for the last three years such as annual reports etc. along with information as sought in enclosed format F-9
4. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section – II of tender. .
5. Power of Attorney*
6. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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

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

(NOT APPLICABLE)

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

(NOT APPLICABLE)

F-5
LETTER OF AUTHORITY

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

Ref:
To,
M/s KLPL

Date:

SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLARANCE FOR BREAKWATER WORKS
TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

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

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

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

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,

M/s KLPL

SUB:

**HIRING OF CONSULTANT FOR ENVIRONMENTAL CLAEERANCE FOR
BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

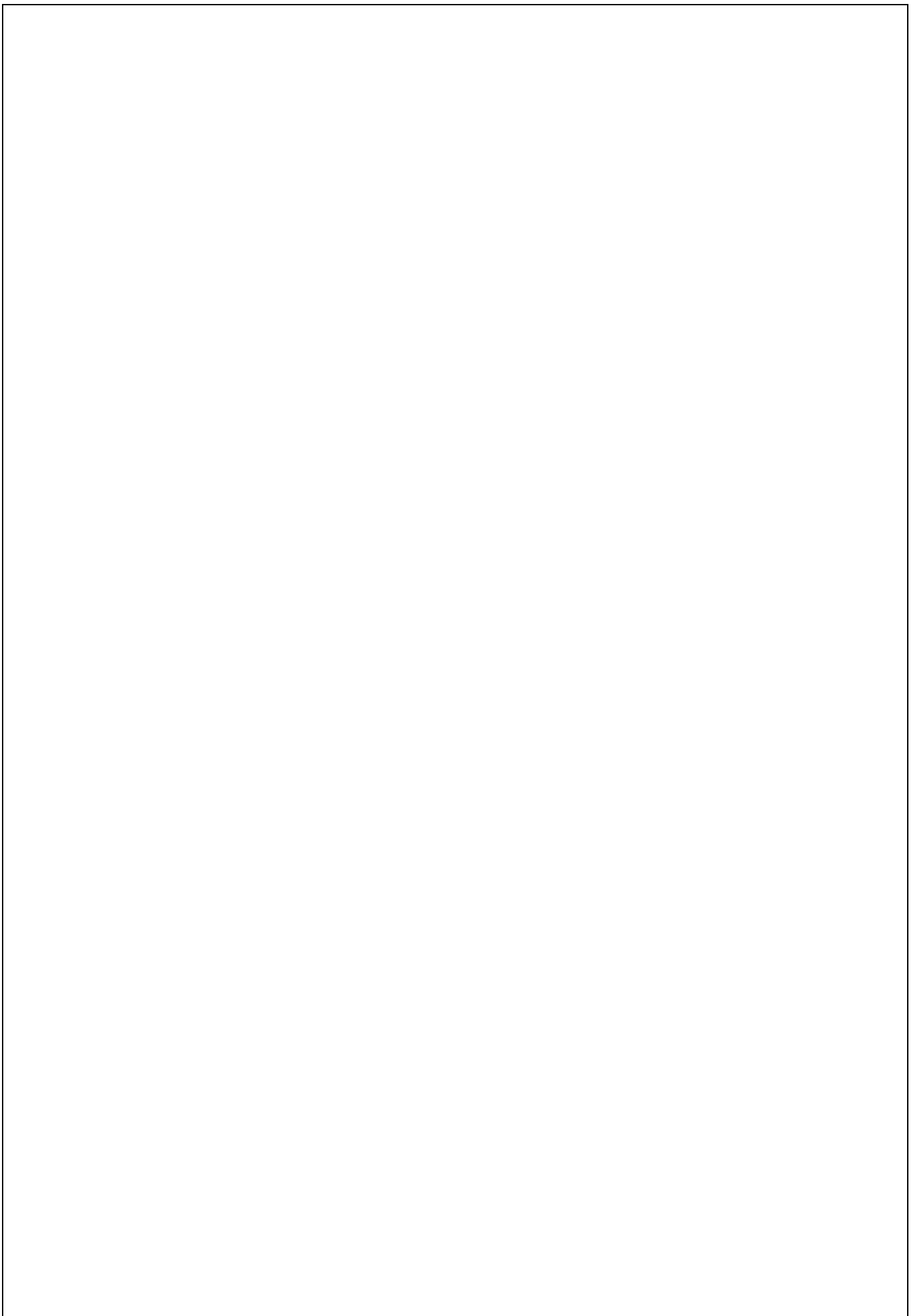
*Refer Instructions

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

Name of Audit Firm:	[Signature of Authorized Signatory]
Chartered	Name:
Accountant/CPA Date:	Designation:
	Seal:
	Membership No.:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document: Annual Turnover shall be “Sale Value/ Operating Income”
4. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



F-10
AGREED TERMS & CONDITIONS

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST or IGST or UTGST)	
4.1	Please confirm as per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.		
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
12.	a)	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ KLPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s KLPL

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

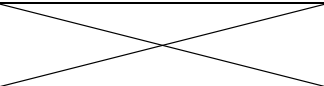
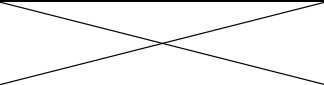
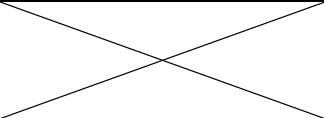
Seal:

F-13 N/A

F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/Banning, liquidation court receivership or similar proceedings		
vi	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

Place:
Date:

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

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

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

I/We hereby authorize KLPL 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 KLPL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

PROFORMA FOR CONTRACT AGREEMENT

LOA No. KLPL/

dated -----

Contract Agreement for the work of ----- of KONKAN LNG PVT. 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 KONKAN LNG PVT. LTD 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. AND

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 simplicity 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 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.

Signed and Delivered for and
on behalf of the CONTRACTORS.

KONKAN LNG PVT. LTD

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

GENERAL CONDITIONS OF CONTRACT (GCC)

Note: While referring the GCC, Konkan LNG Pvt. Limited/KLPL shall be read in place of GAIL (India) Limited/GAIL

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

KLPL/OWNER shall mean KLPL

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

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

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

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

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

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

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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

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

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

ARTICLE 3.3: KLPL'S REPRESENTATIVE

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

ARTICLE 3.4: CONSULTANT’S REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS

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

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

3.5.3 Payment terms will be as follows:

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

- (i) 60 % on submission & acceptance of Draft report.

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

- (iii) 40% on submission & acceptance of final report.

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

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

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

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

Stages	Payment (%age of lumpsum price)
a) On submission and acceptance of draft report	40%

- | | |
|--|-----|
| b) On submission and acceptance of Final report by KLPL | 20% |
| c) On formulation and submission of Bid | 15% |
| d) On negotiations, deal finalization and deal execution | 25% |

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

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

3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows :

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

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

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

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

ARTICLE 3.6:- NA

ARTICLE 3.7: CONFIDENTIALITY

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

ARTICLE 3.8: TAXES AND DUTIES

- 3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by KLPL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Consultant will not claim from KLPL any taxes paid by him.
- 3.8.4 KLPL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

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

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

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

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

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

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

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

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

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

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

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

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

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

3.12.3 PRS as such shall be applicable for initial 5 deliverables, to be completed within 5 months from FOA. For the balance deliverables, PRS shall not be applicable.

3.12.4 **Issue of Credit Note or Invoice of reduced value for PRS Clause**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full

value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, KLPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. KLPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by KLPL in future to the Supplier/Contractor under this contract or under any other contract.

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep KLPL harmless and indemnify KLPL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to KLPL will be property of KLPL.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by KLPL for carrying out of any services with any third parties.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

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

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

ARTICLE – 3.20: Rectification Period

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

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

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

ARTICLE – 3.21: Sub Contract

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

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

ARTICLE – 3.22: Notices

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

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

ARTICLE – 3.23: Acquisition of Data

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

SECTION – V
SCC-NA

SECTION-VI- Scope of Work (SOW)

Subject: Proposal for conducting necessary studies & obtaining Environmental and CRZ Clearance for the Breakwater project at LNG terminal, Dhabol

Scope of Work and for obtaining **Coastal Zone Regulation and Environmental Clearance from MCZMA and MoEF&CC** as per para 4.2 (i) of CRZ Notification, 2011 and the EIA Notification dated 14th Sep, 2006 amended to date.

PART A: SCOPE OF WORK:

A. INTEGRATED EIA STUDY FOR TERRESTRIAL AND MARINE COMPONENT

(i) EIA FOR PROJECT:

- Preparation of Form 1 & PFR as per MoEF&CC format and submission for obtaining Terms of Reference (ToR).
- Presentation to MoEF&CC for obtaining ToR
- Baseline monitoring for Impact assessment for meteorology, air, surface water, ground water, soil, land use, terrestrial ecology, etc.
- Preparation of draft EIA report as per EIA Notification 2006 & amendments thereof as well as guideline manual of MoEF&CC for the sector by using appropriate and recognized modelling software and Noise Propagation Models.
- Technical Presentation during Public Hearing (please clarify whether only Technical Support is to be given) . The associated expenses (Public Hearing) will be arranged /borne by KLPL.
- Preparation of final EIA and submission to MoEF&CC.
- Presentation to MoEF&CC for obtaining Environmental Clearance.

(ii) MARINE EIA STUDY

- To prepare a layout superimposed on the HTL/LTL map demarcated by an authorized agency on 1:4000 scale and study required for Marine EIA will be carried out by the Consultant.
- To compile the available data on the physical parameters such as wind, storms, waves, tides, currents, salinity and temperature, littoral drift, etc.,
- To collect sea water samples and analyse them for pH, Temperature, BOD, DO, Ammonia, Inorganic Phosphates, Total Phosphates, Nitrites, Nitrates, Total Nitrogen, Salinity, Alkalinity, Turbidity, Total suspended solids, Hardness, Reactive Silicates, Silicate, Petroleum Hydrocarbons, Potassium, Chlorides, Calcium, Zinc, Iron, Copper, Cadmium, Arsenic, Mercury, Total Dissolved Solids, Primary Productivity, Conductivity, Chromium, Sulphates, Magnesium, Sodium and Phenolic Compounds,
- To collect seabed sediment samples and analyse them for Texture, Total phosphorous, Total nitrogen, Total organic carbon, Calcium carbonate, phenolic compounds, cadmium, chromium, lead and mercury,
- To collect the biological samples and analyse them for Primary Productivity, Phytoplankton and Zooplankton,
- To collect samples intertidal zone and analyse them for Intertidal benthos,
- To study the existing Intertidal flora and fauna including Seaweeds and Mangroves,

- To conduct Modelling study using appropriate and recognized modelling software to study the impacts on the nearshore/shoreline due to the construction of the proposed breakwater,
- To prepare a Marine EIA & MEMP for the construction of proposed breakwater.

ASSESSMENT OF MAJOR ASPECTS (CONSIDERING 10 KM RADIUS AS STUDY AREA) OR AS PER RULE COVERED UNDER THE ENVIRONMENT IMPACT ASSESSMENT STUDIES (EIA)

1) Impact due to change in Marine & Land Environment

a. Physiographic and Drainage Patterns:

Sea bed may get affected due to construction of breakwater Project. It may require large scale quarrying, dredging and reclamation, which may cause changes in the topography. This in turn may affect the drainage pattern of the land / terrain. Breakwaters may affect the shoreline configuration.

b. Impacts on Seabed Sediment Quality and Soil

Sediment and Soil data including type, classification, characteristics, properties, etc are important from engineering considerations for structures etc. Changes in soil and marine parameters may also affect marine and terrestrial organisms, plantation and vegetation which in turn may endanger the health of habitat.

2) Water Environment

a. Ground Water:

Baseline data of ground water including data of pH, dissolved solids, suspended solids, BOD, DO, coliform bacteria, oil, fluorides, chlorides, heavy metals etc., to determine the quality of the ground water is to be estimated.

b. Surface Water:

Data on location of sources of surface water like water bodies, lakes, their dimensions, present quality and their utility to be provided.

c. Marine, brackish water and fresh water ecology and biodiversity

The report shall study the impact on the rivers, estuary and the sea and include the intertidal biotopes, corals and coral communities, molluscs, sea grasses, sea weeds, subtidal habitats, fishes, other marine and aquatic micro, macro and mega flora and fauna including benthos, plankton, turtles, birds etc. as also the productivity. The data collection and impact assessment shall be as per standard survey methods.

3) Air Environment:

Data generation of ambient air parameters namely PM₁₀, PM_{2.5}, nitrogen dioxide, sulphur dioxide, carbon monoxide, heavy metals and other harmful air pollutants shall be monitored.

4) Noise Environment:

Noise pollution is created by sea side sources like ships and landside sources such as, DG sets, surface traffic, heavy machinery and ground run phases. This type of noise during daytime and nighttime affects the workers' and local population's health in the long run. The existing noise levels before starting the construction of project are to be

measured for collecting baseline data. The process is to be repeated during construction and operational phases of as well.

5) Marine and terrestrial Biological Environment:

Baseline data on the flora and fauna for the study area is to be detailed out. Phytoplankton and zooplankton and benthic organisms, if any, should be listed.

An inventory map is to be prepared along with a description of the existing terrestrial, marine, wetland and aquatic vegetation. If there are any rare and endangered species in the study area they are to be clearly mentioned.

6) Socio Economic and Health Environment:

Project development may often require relocation of the local community, sometimes causing ethnic, cultural, tribal or religious conflicts with local people. Industrialization and modernization may change the cultural traditions of the local community. Baseline data on demographics, settlements, infrastructure facilities in the existing and relocated area, economic conditions in the existing and relocated area, cultural and archaeological assets within the project area should be mentioned in the report.

B. CRZ Clearance & Modeling Study of Shoreline Changes

- Preparation & submission of report to the concerned authority
- Modelling Study of Shoreline Changes
- Presentation at the State Authority
- Presentation at the Central Level Authority
- Grant of CRZ Clearance

7) Risk Assessment & Disaster Management Plan of proposed Breakwater project at LNG Terminal

Risk Analysis: Carrying out Quantitative Risk Analysis study including identification, screening and ranking of risk scenarios, Quantitative analysis of risk assessment, consequence analysis of the various risk scenarios, study of Domino effects, probabilistic assessment of risks, recommendation and preparation of reports and relevant drawing showing damage and risk contours.

The Scope of work shall be as per the standard scope laid down by Statutory Authorities. The scope shall generally cover:

- Identification of system definition i.e. defining the installation or the activity whose risks are to be analyzed.
- HAZID workshop: Hazard identification at the location. The key area shall be
- Identify Major Accident Event (MAE) including release of flammable liquid / vapour.
- Identify existing Engineering and / or Operational control and measures that are included in the design for prevention or mitigation.
- Identify those controls that are safety critical to the identified MAE.

TIME FRAME:

The time period for the completion of above-mentioned scope of work shall be maximum up to 7 **months** from date of work order. All efforts shall be made by consultant to get the EC at the earliest.

DELIVERABLES:

1	Form 1, PFR to MoEFCC
2	Recommendation of ToR
3	submission of Draft EIA Report to the concerned Authority
4	submission of Draft CRZ Report to the concerned Authority
5	submission of Final EIA &CRZ Report to the concerned Authority
6	recommendation of CRZ Clearance to the concerned Authority
7	recommendation of Environment Clearance by the concerned Authority and submission to KLPL

PAYMENT TERMS:

1	On submission of Form 1, PFR to MoEFCC	:	10%
2	On recommendation of ToR	:	10%
3	On submission of Draft EIA Report	:	10%
4	On submission of Draft CRZ Report	:	15%
5	On recommendation of CRZ Clearance by concerned Authority	:	25%
6	On recommendation of Environment Clearance by concerned Authority and submitted to KLPL	:	30%

THE OTHER TERMS AND CONDITIONS SHALL BE AS FOLLOWS:

- All the drawings, lease documents and other company documents required by the concerned authorities will be provided by project proponent.
- All tour expenses for attending meetings, site visits shall be included in lumpsum price.

MANPOWER:

- 1) Consultant shall furnish list of manpower to be deployed with respective latest CVs /resumes having experience of done this job.
- 2) Consultant shall also furnish commitment of above manpower to be deployed for entire duration of contract.

SCHEDULE OF RATES (SOR)

**SUB: HIRING OF CONSULTANT FOR ENVIRONMENTAL CLEARANCE
FOR BREAKWATER WORKS**

TENDER NO: KLPL/HQ/C&P/ Contract for Environmental Clearance/2019

Sl. No.	Description	Unit	Amount (Rs.) Excluding GST	GST @	GST Amount	Total Amount including GST
1.	Coastal Zone Regulation and Environmental Clearance from MCZMA and MoEF&CC as per para 4.2 (i) of CRZ Notification, 2011 and the EIA Notification dated 14 th Sep, 2006 amended to date for the Breakwater project at LNG terminal, Dhabol including but not limited to Terrestrial EIA Study , Marine EIA Study , CRZ Clearance & Modeling Study of Shoreline Changes (if any) , Risk Assessment & Disaster Management Plan	Lumpsum				
Total						

Name of Authorised person submitting bid:

Designation :

Name :

Address of company:

Seal: