



गेल लिमिटेड (इंडिया)

भारत सरकार का उपक्रम—महारत्न कंपनी

GAIL (India) Limited

(A Government of India Undertaking—A Maharatna Company)

पाता पेट्रोकेमिकल्स
पोऔरया-जिला ,पाता -
पिन-206241 (उ.प्र.)

PATA - PETROCHEMICALS
PO-PATA, DIST.- AURAIYA
PIN-206241 (U.P.)

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FAX OF ACCEPTANCE

Ref No: GAIL/PA23/20112997/2023-216/TG

DATE 31.01.2024

M/S. COOL EARTH HVAC ENGINEERS PRIVATE LIMITED

C-45, SECTOR-02 GOUTAM BUDDHA NAGAR,
NOIDA UTTAR PRADESH- 201301

ATTN.: MR. SHAMBHA KUMAR & MR. JAWHER KHAN

E MAIL: sales@coolearthhvac.com

PHONE NO: 9958199982

SUB: FAX OF ACCEPTANCE (FOA) AGAINST BID DOCUMENT NO. GAIL/PA23/20112997/2023-216/TG DATED: 10.10.2023 [NIC TENDER ID: 2023_GAIL_168771_1] FOR HIRING OF SERVICES FOR RENOVATION OF AIR CONDITIONING SYSTEM OF DHANWANTRI HOSPITAL AT GAIL GAON ON BUY BACK BASIS

WITH REFERENCE TO YOUR AGAINST ABOVE REFERRED SUBJECT TENDER, AND ALL SUBSEQUENT CORRESPONDENCE (S), IF ANY SUBMITTED AGAINST ABOVE MENTIONED TENDER, WE ARE PLEASED TO ISSUE THIS FAX OF ACCEPTANCE (FOA) AS PER TENDER DOCUMENT WITH FOLLOWING TERMS & CONDITION:

THE SALIENT TERMS AND CONDITION OF THE FOA ARE AS UNDER:

TOTAL CONTRACT VALUE	Rs.4,14,22,720/- INCLUDING GST AFTER CONSIDERING BUYBACK (FOR BREAK UP, PLEASE REFER ANNEXURE-1).			
PERIOD OF CONTRACT	THE INITIAL PERIOD OF THE CONTRACT SHALL BE 9 (NINE) MONTHS FROM THE DATE OF THIS FAX OF ACCEPTANCE (FOA), WHICH CAN BE FURTHER EXTENDABLE FOR A PERIOD OF ANOTHER 03 MONTHS IF THE JOB IS NOT COMPLETED WITHIN SCHEDULED PERIOD			
TIME ADHERENCE / DELIVERY SCHEDULE FOR EXECUTION OF THE JOBS.	SR. NO.	MILESTONE	TIME PERIOD	REMARKS
	1	FOA/ PO DATE (WHICH IS EARLIER)	0	ZERO DATE
	2	KICK-OFF MEETING DATE	WITHIN 02 WEEKS FROM ZERO DATE	IN CASE OF DELAY IN KICK-OFF, MEETING DATE WITHIN 02 WEEKS FROM ZERO DATE WILL ATTRACT PENALTY @RS.500 PER DAY. IN CASE IF THE KICK-OFF MEETING IS DELAYED BY GAIL, NO PRS SHALL APPLY

पंजीकृत कार्यालय:

गेल भवनभीकाएजी कामा प्लेस 16,
नई दिल्ली, 110066-इंडिया

REGD. OFFICE:

GAIL BHAWAN, 16, BHIKAJI CAMA PLACE
NEW DELHI-110 066, INDIA

सीआईएन/CIN

L40200DL1984GOI018976

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	3	SOR-1 DETAILED DESIGN AS PER SCOPE OF WORK CLAUSE NOS- 2&3 & ENGINEERING INCLUDING CALCULATIONS OF TONNAGE OF CAPACITY, DETAILS HEAT LOAD CALCULATION, PREPARATION OF SLD, PREPARATION OF SHOP DRAWING, RECOMMENDATION WITH DRAWINGS, LAYOUT DRAWINGS, PROJECT BAR CHART OF DX TYPE CENTRAL AIR-CONDITIONING PLANT (DX CHILLER + DX CHILLER - WITH REVERSIBLE HEAT PUMP) FOR DHANWANTRI HOSPITAL AT GAIL GAON.	WITHIN 02 MONTHS FROM ZERO DATE, I.E. FOA/PO DATE.	IN CASE OF DELAY IN DETAILED DESIGN & ENGINEERING WITHIN 04 MONTHS FROM ZERO DATE WILL ATTRACT PENALTY @ RS.500 PER DAY.
	4	SOR-2, ACCORDING TO DESIGN AND SCOPE OF WORK CLAUSE NOS- 2&3, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DX TYPE CENTRAL AIR-CONDITIONING PLANT (DX CHILLER + DX CHILLER - WITH REVERSIBLE HEAT PUMP) AND SMART AIR HANDLING UNITS WITH ALL ACCESSORY'S ITEMS FOR DHANWANTRI HOSPITAL AT GAIL GAON. SOR-3, ACCORDING TO DESIGN AND SCOPE OF WORK CLAUSE NO-3, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LOW SIDE ACCESSORIES ITEMS LIKE - CHILLED WATER PIPING, INSULATION, CLADDING, DUCTING, INSULATION, VAV, GRILLES, DIFFUSER ,ELECTRICAL CONTROL SYSTEM AND ELECTRICAL AIR CURTAINS, ALL ACCESSORIES ITEMS TO COMPLETE THE PROJECT FOR DHANWANTRI HOSPITAL AT GAIL GAON. SOR-4, ACCORDING TO DESIGN AND SCOPE OF WORK,	THE PERIOD SHALL SIX MONTHS FROM THE DATE OF DESIGN COMPLETION.	IN CASE OF DELAY IN COMPLETION OF SOR-2 TO 7 WITHIN SIX MONTHS FROM THE DATE OF DESIGN COMPLETION DATE WILL ATTRACT PRS @ 0.5 % PER MONTH OF DELAY ON TOTAL ORDER VALUE EXCLUDING GST MAXIMUM 5% OF THE TOTAL ORDER VALUE EXCLUDING GST.

		SUPPLY, INSTALLATION & COMMISSIONING OF METAL FALSE CEILING - GI BIO GUARD CLIP-IN PLAIN TILE OF NOMINAL SIZE (600X600MM & 120 GSM THICKNESS) INCLUDING DESIGNING OF LIGHTING SYSTEM TO MAINTAIN HOSPITAL LUX LEVEL AROUND 300 AT FLOOR LEVEL INCLUDING SUPPLY AND INSTALLATION OF RECESSED MOUNTED 2X2 LED LIGHT FIXTURES OF APPROVED MAKES (PHILIPS/ BAJAJ/ WIPRO/ SURYA/ SYSKA / ORIENT). SOR-5, DISMANTLING OF EXISTING AIR CONDITIONING SYSTEM OF AHU, DUCTS, GRILLS, DAMPER, FALSE CEILING, PLENUM ETC. AND SHIFTING AT DESIGNATED PLACE FOR INSTALLATION OF NEW AC SYSTEM. SOR-6, ALLIED CIVIL WORK OF FOUNDATION OF CHILLER/ AHU/ PUMPS ETC. INCLUDING BREAKING/ RESTORATION OF RCC, BRICKS, CUTTING/ PITCHING AND FINAL PAINTING OF ALL REQUIRED SYSTEMS WITH REQUIRED MATERIALS. SOR-7, SUPPLY OF RECOMMENDED O&M CRITICAL SPARE FOR 2 YEARS AS PER SCOPE OF WORK CLAUSE NO-6-5.2		
	5	SUBMISSION OF FINAL DOCUMENTS WITH RECOMMENDED O&M SPARES	THE PERIOD SHALL ONE MONTH FROM THE DATE OF COMPLETION OF ABOVE-MENTIONED EXECUTION OF THE JOBS SR. NO-4	IN CASE OF DELAY IS SUBMISSION OF FINAL DOCUMENTS WITH RECOMMENDED O&M SPARES WITHIN 02 MONTHS FROM THE DATE OF COMPLETION OF ABOVE-MENTIONED EXECUTION OF THE JOBS SR. NO-4

				WILL ATTRACT PENALTY @RS.500/- PER DAY
PAYMENT TERMS	1 FOR SOR ITEM NO 1, DETAILED DESIGN & ENGINEERING: - (I) 75% PAYMENT WILL BE RELEASED ON THE DETAILED DESIGN ENGINEERING FOR RENOVATION OF AIR CONDITIONING SYSTEM UPON CERTIFICATION BY EIC. (II) 25% PAYMENT WILL BE RELEASED AFTER TESTING & COMMISSIONING OF AIR CONDITIONING SYSTEM IN TOTALITY & FINAL DOCUMENTATION. 2 FOR SOR ITEM NO 2, 3, & 4 SUPPLY OF MATERIALS: - (I) 75% PAYMENT WILL BE RELEASED ON SUPPLY OF THE MATERIAL ACCORDING TO THE DESIGNED QUANTITIES (AS PER THE BOM OF THE DESIGN DOCUMENT) & PAYMENT WILL BE RELEASED/PAID ON RECEIPT OF COMPLETE MATERIALS AT SITE AND ON VERIFICATION OF THE MATERIAL RECEIPT DOCUMENTS & TEST CERTIFICATE ETC. (II) 20% PAYMENT WILL BE RELEASED ON TESTING & COMMISSIONING OF AIR-CONDITIONING SYSTEM COMPLETELY/TOTALITY. (III) 5% PAYMENT WILL BE RELEASED ON COMPLETION OF ALL JOBS & SUBMISSION OF REPORTS/DOCUMENTS/AS BUILT DRAWINGS, ACCEPTANCE OF SYSTEM BY OWNER. 3 FOR SOR ITEM NO 5 & 6 SOR ITEM NO-5 & 6 PAYMENT WILL BE RELEASED AFTER ACCEPTANCE OF ALL JOBS DURING SUBMISSION OF FULL AND FINAL BILL 4 FOR SOR ITEM NO 7 (I) 85% ON THE SUPPLY OF RECOMMENDED SPARES INCLUDING OF ALL AS DEFINED IN THE CONTRACT SCOPE (THE MATERIAL RECEIPT DOCUMENTS & TEST CERTIFICATE TO BE PRODUCED). (II) 15% ON COMPLETION OF ALL JOBS & SUBMISSION OF REPORTS/DOCUMENTS/AS BUILT DRAWINGS, ACCEPTANCE OF SYSTEM BY OWNER. NOTE: THE CREDIT NOTE TO BE SUBMITTED ALONG WITH RA BILL AGAINST ANY TYPE OF DEDUCTION / RECOVERY FOR THAT AMOUNT AS PER CONTRACTUAL REQUIREMENT			
FACILITY TO BE PROVIDED BY GAIL FREE OF COST:	1. SPACE FOR OFFICE SHALL BE PROVIDED BY GAIL (IF AVAILABLE) WITH ELECTRIC POWER FREE OF COST. HOWEVER, AFTER EXPIRING OF THE CONTRACT THE CONTRACTORS SHALL DEMOLISH HIS OFFICE & CLEAN THE AREA TO THE SATISFACTIONS OF EIC. 2. GAIL, AT ITS OWN DISCRETION MAY PROVIDE A SPACE OR A PIECE OF LAND TO THE CONTRACTOR FOR BUILDING UP A SHED/ STORAGE AREA FOR WORKS RELATED TO THIS CONTRACT BUT ALL SUCH FACILITIES SHALL REMAIN THE PROPERTY OF GAIL AND CONTRACTOR WILL NOT BE PAID ANY COMPENSATION FOR SUCH EXPENSES.			
DEFECT LIABILITY PERIOD: DEFECT LIABILITY PERIOD:	THE CONTRACTOR SHALL GUARANTEE THE WORK DONE FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF SUCCESSFUL COMPLETION OF WORK. ANY DAMAGE OR DEFECT WHICH MAY ARISE OR REMAIN UNNOTICED IN ANY WAY, WITH THE EQUIPMENT OR MATERIAL MAINTAINED BY HIM OR IN THE WORKMANSHIP SHALL BE RECTIFIED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE AS DEEMED NECESSARY BY THE ENGINEER-IN-CHARGE OR IN DEFAULT THE ENGINEER-IN-CHARGE MAY GET THE SAME TO BE MADE GOOD BY OTHER AGENCY AND DEDUCT EXPENSE (OF WHICH THE CERTIFICATE OF ENGINEER-IN-CHARGE SHALL BE FINAL) FROM ANY SUMS THAT ARE DUE OR AT ANY TIME THEREAFTER BECOMES DUE TO THE CONTRACTOR OR FROM THE SECURITY DEPOSIT.			
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (CPS/SD)	IN TERMS OF CLAUSE NO. 38 OF INSTRUCTION TO BIDDERS (SECTION-III) OF BID DOCUMENT, WITHIN 30 DAYS OF THIS FAX OF ACCEPTANCE , CONTRACTOR IS REQUIRED TO SUBMIT CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT[CPS/SD] EQUIVALENT TO 10% OF TOTAL ESTIMATED CONTRACT VALUE EXCLUDING GST.			

CONTRACT AGREEMENT	IN TERMS OF CLAUSE NO. 37 OF INSTRUCTION TO BIDDERS (SECTION-III) OF BID DOCUMENT, WITHIN 15 DAYS OF THIS FAX OF ACCEPTANCE, CONTRACTOR IS REQUIRED TO EXECUTE CONTRACT AGREEMENT (AS PER FORMAT PROVIDED IN BID DOCUMENT) ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE.
ENGINEER-IN-CHARGE (EIC)	SHRI. ASHOK KUMAR SINGH, CH. MANAGER (ELECTRICAL), EMAIL: aks04620@gail.co.in, SHALL BE THE ENGINEER-IN-CHARGE FOR THIS CONTRACT. PLEASE CONTACT HIM FOR FURTHER INSTRUCTIONS.

ALL OTHER TERMS AND CONDITION SHALL BE AS PER BID DOCUMENT NO. GAIL/PA23/20112997/2023-216/TG DATED: 10.10.2023 [NIC TENDER ID: 2023_GAIL_168771_1]

YOU ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS FAX OF ACCEPTANCE PER RETURN E-MAIL.

DETAILED ORDER FOLLOWS.

THANKING YOU,

FOR GAIL (INDIA) LTD.

(VINAY KUMAR K)
CH. MANAGER (C&P)
E-mail: Vinay.k@gail.co.in
PHONE: +91 05683-230386

Encl: Annexure-1

Annexure-1

REF. NIC TENDER No: GAIL/PA23/20113927/2023-216/TG NIC TENDER ID-2023_GAIL_168771_1								
SUBJECT: RENOVATION OF AIR CONDITIONING SYSTEM OF DHANWANTRI HOSPITAL AT GAIL GAON ON BUYBACK BASIS								
S.N	Item Description	UOM	Qty	M/S. COOL EARTH HVAC ENGINEERS PRIVATE LIMITED				
				Per Unit price incl. Packing, Freight upto GAIL Site at Pata)	Per Unit GST (CGST & SGST/UTGST or IGST) on Per Unit price incl. Freight upto GAIL Site at Pata	Per Unit Price on FOT, GAIL, Pata site basis incl.GST	Total AmountFOT GAIL, Pata site incl.GST	
								%
1	2	3	4	9			11=10+9	12=11*4
					10			
	Cat (A) -Items to be supply and installation							
1	Detailed design as per Scope of Work Clause Nos- 2&3 & Engineering including calculations of tonnage of capacity, Details Heat Load calculation, Preparation of SLD, preparation of shop drawing , Recommendation with drawings, layout drawings, Project Bar Chart of DX type Central Air-Conditioning Plant (DX Chiller + Dx Chiller -with Reversible Heat pump) for Dhanwantri Hospital at GAIL Gaon.	LS	1	₹ 38,00,000.00	18%	₹ 6,84,000.00	₹ 44,84,000.00	₹ 44,84,000.00
2	According to design and Scope of Work Clause Nos- 2&3, Supply, installation, testing & commissioning of DX type Central Air- Conditioning Plant (DX Chiller + Dx Chiller -with Reversible Heat pump) and Smart Air Handling units with all accessories items for Dhanwantri Hospital at GAIL Gaon.	LS	1	₹ 2,23,00,000.00	18%	₹ 40,14,000.00	₹ 2,63,14,000.00	₹ 2,63,14,000.00
3	According to design and Scope of Work Clause No-3, Supply, installation, testing & commissioning of low side accessories items like - Chilled water piping, insulation, cladding , ducting , insulation, VAV , Grilles , Diffuser ,electrical control system and Electrical air curtains, all accessories items to complete the project for Dhanwantri Hospital at GAIL Gaon.	LS	1	₹ 53,10,000.00	18%	₹ 9,55,800.00	₹ 62,65,800.00	₹ 62,65,800.00
4	According to design and Scope of Work, Supply, installation & commissioning of Metal False Ceiling - GI Bio guard Clip-in plain tile of nominal size (600x600mm & 120 GSM thickness) including designing of lighting system to maintain Hospital LUX level around 300 at floor level including supply and installation of recessed mounted 2x2 LED light fixtures of approved makes (Philips/ Bajaj/ Wipro/ Surya/ Syska / Orient).	SQFT	14000	₹ 221.00	18%	₹ 39.78	₹ 260.78	₹ 36,50,920.00
5	Dismantling of existing air conditioning system of AHU, ducts, grills, damper, False ceiling, Plenum etc. and shifting at designated place for installation of new AC system.	LS	1	₹ 1,50,000.00	18%	₹ 27,000.00	₹ 1,77,000.00	₹ 1,77,000.00
6	Allied civil work of foundation of chiller/ AHU/ pumps etc. including breaking/ restoration of RCC, bricks, cutting/ pitching and final painting of all required systems with required materials.	LS	1	₹ 2,00,000.00	18%	₹ 36,000.00	₹ 2,36,000.00	₹ 2,36,000.00
7	Supply of recommended O&M Critical spare for 2 years as per Scope of Work Clause No-6-5.2	LS	1	₹ 2,50,000.00	18%	₹ 45,000.00	₹ 2,95,000.00	₹ 2,95,000.00
A	TOTAL AMOUNT OF SUPPLY ON FOT GAIL PATA BASIS INCL. GST			₹ 4,14,22,720.00				
	Cat (B) - Buy Back Items							
8	Buy back price of old existing Package Air conditioners 10Ton (5x5Ton)	Nos	6	₹ 1,00,000.00	28%	₹ 28,000.00	₹ 1,28,000.00	₹ 7,68,000.00
B	TOTAL AMOUNT OF BUY BACK ITEMS INCL. GST			₹ 7,68,000.00				
C	TOTAL FINANCIAL IMPLICATION ON FOT GAIL PATA BASIS INCL. GST AFTER REDUCING BUY BACK PRICE (C=A-B)			₹ 4,06,54,720.00				