



GAIL GAS LTD

(A wholly owned subsidiary of GAIL (India) Limited)

CNG AND CITY GAS DISTRIBUTION PROJECT

BID DOCUMENT FOR PROCUREMENT OF MDPE PIPES(ANNUAL RATE CONTRACT) VOLUME – I OF II (COMMERCIAL)

**(BID DOCUMENT NO: 110290/WGI/GAIL GAS/44-R0)
(E-TENDER NO. 600000103)**

LIMITED DOMESTIC COMPETITIVE BIDDING

ISSUED DATE: 30.01.2012



DELIVERS. EVOLVES.

WHOLE LIFE SOLUTIONS FOR PIPELINE AND SUBSEA SYSTEMS

ISSUED BY



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 reasons for non participation against the enquiry / tender through e-mail / fax to concerned executive in Wood Group Kenny India Pvt.Ltd. issued the tender, by filling up the format)

To

Head (C&P)
Wood Group Kenny India Pvt.Ltd
18, Incube Business Centre
Nehru Place – 110019
Ph # 011- 4160 8770 / 8384

Email: ramesh.chand@woodgroupindia.com
Fax: 011 – 4654 2419

**SUB: TENDER NO. 110290/WGI/GAIL GAS/44-R0 (E-TENDER No. 6000000103)DATED 30.01.2012 FOR
SUPPLY OF MDPE PIPES(ARC)**

Dear Sir,

We here by 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:

Reason for Non Submission of Bid:

Agency Name :
Signature :
Name :
Designation :
Date :
Seal / Stamp :

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 44 - R0 (E-TENDER No. 6000000103)
Item : FOR SUPPLY OF MDPE PIPES (ARC)

Due Date& Time : _____

From:

To:

	The Head (C&P) Woodgroup Kenny India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
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(To be pasted on the outer envelope containing Bid Security, Power of Attorney, Letter of Authority, & Integrity Pact in Original) (PART III)



**CNG AND CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES (ARC)
I N D E X**



S.No.	Section	Particulars
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Instructions to Bidders (ITB)
3.	SECTION – III	General Condition of Contract – Goods - (GCC – Goods)
4.	SECTION – IV	Special Condition Of Contract – Goods
5.	SECTION – V	Payment Terms
6.	SECTION – VI	Agreed Terms And Condition
7.	Attachment – I	Forms and Format
8.	ATTACHMENT – II	Performance Evaluation
9.	ATTACHMENT – III	Packing and Marking
10.	ATTACHMENT – IV	Integrity Pact
11.	SOR	SCHEDULE OF RATES
12.		Vol II of II Technical



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TENDER FOR SUPPLY OF MDPE PIPE(ARC)
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**SECTION I
INVITATION FOR BID (IFB)**



**CNG AND CITY GAS DISTRIBUTION PROJECT
TENDER FOR SUPPLY OF MDPE PIPE(ARC)
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**INVITATION FOR BIDS (IFB)
(BID DOCUMENT NO 110290/WGI/GAIL GAS/ 44-R0)
(E-TENDER No. 600000103)**

M/s GAIL GAS Limited, New Delhi, invites bids on Limited Domestic Competitive Bidding basis for supply of **MDPE Pipes on Annual Rate Contract basis –for 2 Years** for CNG and City Gas Distribution Project from competent suppliers meeting the Bid Evaluation Criteria as detailed in Annexure – 1 to IFB.

Bids submitted online shall only be considered for processing.

1.0 BRIEF PROJECT DETAILS

1.1 M/s GAIL GAS Limited a subsidiary of Gail India Ltd is in the process supply PNG/CNG to cities like Meerut, Kota, Sonipat and Dewas. For this purpose pipe network is being laid in the above cities along with CNG stations at selected locations of these cities. These network also have metering facilities for supplying gas various commercial and domestic consumers.

For the above pipeline system, it is proposed to procure **MDPE Pipes on Annual Rate Contract basis for-2 Years** as per following details:

1.2 SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry	Limited Domestic Competitive Bidding
1.2.2	Bid Document No	110290/WGI/GAIL GAS/ 44-R0 (E-TENDER No. 600000103) (To be referred in all future correspondence)
1.2.3	Delivery / Completion Schedule from Fax of Intent	The Annual Rate contract (ARC) shall be valid for a period of Two (2) years. Item wise required Delivery Period is mentioned at sl. No. 4 of "Special Conditions of Contract-Goods" (SCC-Goods) attached with Bid Doc.
1.2.4	Bid Document on Website	30.01.2012
1.2.5	Pre-Bid Meeting Date and Venue	On 13.02.2012 at 11:00 Hrs at GAIL GAS Office, Noida
1.2.6	Last date and time for submission of bid	Upto 29.02.2012 at 14:00 Hrs
1.2.7	Date and time of opening of Un-priced Bids	On 29.02.2012 at 14:30 Hrs at GAIL GAS Office, Noida
1.2.8	Bid Document Fee (Non refundable)	NOT APPLICABLE
1.2.9	Contact Person	Mr. Ramesh Chand, Head (C&P) Phone: 00 91 11 4160- 8770 / 8384 Fax No.: 00 91 11 4654–2419 E-mail: ramesh.chand@woodgroupindia.com



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(If the dates of pre bid meeting or/and unpriced bid opening identified as above happen to be a declared holiday in GAIL GAS / WGI, New Delhi, then the next working day shall be considered).

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

The bid will be submitted in two parts as follows:

PART-I (UN-PRICED BID)

To be submitted on Collaboration Folders of e-tendering system. Unpriced bid must be completed with all technical details along with all other required documents including price schedule with PRICE BLANKED OUT, Agreed Terms and Conditions etc., duly filled in and signed with seal. Except documents as mentioned under Clause 6.3 below shall be submitted in physical form in the address mentioned in Clause 20.6 of ITB.

PART-II (PRICED BID)

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

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

2.0 PRE-BID MEETING

- 2.1 Pre-bid Meeting shall be held at GAIL GAS Limited, 2nd Floor, HHEC Building, A-2 Sector-2 Noida - 201301. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of Supply / Work can be addressed during the meeting.
- 2.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach WGI / GAIL GAS at least four (04) days before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.
- 2.3 Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.



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3.0 SCOPE OF SUPPLY

Manufacturing, Inspection, factory testing, packing and supply of the MDPE pipe as mentioned in below table.

Item No.	MDPE PIPES	Unit	QTY.				
			SONEPAT	DEWAS	MEERUT	KOTA	TOTAL
1	180 mm OD x SDR 17.6 PE 100 POLYETHYLENE PIPES	Mtrs.	25000	16000	30000	14000	85,000
2	125 mm OD x SDR 17.6 PE 100 POLYETHYLENE PIPES	Mtrs.	100000	60000	200000	50000	410,000
3	63 mm OD x SDR 11 PE 100 POLYETHYLENE PIPES	Mtrs.	35000	25000	30000	25000	115,000
4	32 mm OD x SDR 11 PE 100 POLYETHYLENE PIPES	Mtrs.	25000	12000	50000	13000	100,000
5	20 mm OD x SDR 11 PE 100 POLYETHYLENE PIPES	Mtrs.	6500	2500	10000	2500	21,500

4.0 EMD / BID SECURITY

Item No	Bid Security in INR
1	240800
2	580000
3	264500
4	262400
5	30600

Note: In case a Bidder quot for more than one item, the Bid security shall be submitted on cumulative basis for the Quoted items.

5.0 ZERO DEVIATION BIDS

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

6.0 GENERAL

6.1 Payment of bid document fee shall be by Crossed Bank Draft from a first class International Bank or an Indian Nationalized Bank, in favour of GAIL Gas Limited, payable at Noida / Delhi.

6.2 Bidder can download the Bid Document from WGI's website <http://www.woodgroupindia.com/ggl/tender.htm> or GAIL GAS's website <http://www.gailtenders.in/home.asp>, Govt. website <http://tenders.gov.in> and GAIL GAS's e-Tendering website <https://etendergailgas.gail.co.in>. However, bidders have to submit their bids only through e-tendering website of GAIL GAS.



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Corrigenda / Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letterhead that the content of the bidding document have not been altered or modified.

Any bidder who meets the bid evaluation criteria (BEC) as mentioned in bid document and wishes to quote against this tender may download the bidding document and submit the bid complete in all respect as per terms & condition on or before the bid due date.

No extension in the bid due date / time shall be considered on account of delay in receipt of any document.

- 6.3 Small scale Industries registered with NSIC and Central Government PSUs are not required to pay the bid document Fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are Central PSU and are eligible for getting bid documents free of cost.
- 6.4 GAIL GAS / WGI reserve the right to carry out capability assessment of the bidder including referral to in-house information.
- 6.5 GAIL GAS / WGI will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 6.6 Bids received after stipulated last date and time, due to any reasons what -so-ever, including postal delays, will not be considered.
- 6.7 GAIL GAS / WGI will follow purchase preference policies as per prevailing guidelines of Government of India.
- 6.8 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.9 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL GAS.
- 6.10 Documents / Bids sent through Fax / E-mail / Computer floppy/CD/DVD shall not be accepted.
- 6.11 GAIL GAS / WGI reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 6.12 This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

For & On Behalf of GAIL GAS Limited

Head (C & P)
Wood Group Engineering India Pvt.Ltd.
18 Incube Business Centre , Level - 4
Nehru Place
New Delhi – 110019
Phone: 00- 91-11- 4160-8770 / 8384
Fax: 00 - 91-11-4654-2419

ANNEXURE – 1



**CNG AND CITY GAS DISTRIBUTION PROJECT
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BID EVALUATION CRITERIA

2.2.1 TECHNICAL CRITERIA

2.2.1.1 The bidder should be a Manufacturer of MDPE Pipes.

2.2.1.2 The bidder should have manufactured and supplied from proposed facilities at least 10% of the quantity of MDPE pipes in single order of same type and equal or higher in terms of diameter, grade and thickness as indicated in the material requisition for which the offer is submitted in any of the last five years reckoned from the bid date.

2.2.1.3 In case the bidder quotes for more than one item, the minimum quantity supplied would be on cumulative basis.

2.2.2 FINANCIAL CRITERIA

2.2.2.1 The minimum annual turnover achieved by the Bidder as per their financial results during any one of the three preceding financial years i.e. 2008-09, 2009-10 and 2010-11 should be as below:

Sr.No.	Item Description	Minimum Annual Turnover requirement in INR Lacs
1	180mm ODXSDR 17.6PE 100 Polyethylene Pipes	60.20
2	125mm ODXSDR 17.6PE 100 Polyethylene Pipes	145.00
3	63mm ODXSDR 17.6PE 100 Polyethylene Pipes	66.13
4	32mm ODXSDR 17.6PE 100 Polyethylene Pipes	65.60
5	20mm ODXSDR 17.6PE 100 Polyethylene Pipes	7.65

2.2.2.2 Net worth of the Bidder should be positive as per the audited financial statement of financial year 2010-11

2.2.2.3 The working capital of the bidder as per the audited financial year 2010-11 should be as below:

Sr.No.	Item Description	Minimum Working Capital requirement in INR Lacs
1	180mm ODXSDR 17.6PE 100 Polyethylene Pipes	12.04
2	125mm ODXSDR 17.6PE 100 Polyethylene Pipes	29.00
3	63mm ODXSDR 17.6PE 100 Polyethylene Pipes	13.23
4	32mm ODXSDR 17.6PE 100 Polyethylene Pipes	13.12
5	20mm ODXSDR 17.6PE 100 Polyethylene Pipes	1.53

2.2.2.4 In case bidder quotes for more than one item, the requirement of annual turnover and working capital shall be on cumulative basis.

2.2.2.5 Bidder may quote for one or more items and his offer will be considered based on qualification criteria. However bidder must quote for full quantity against any individual item to be ordered at a later date. Bidder quoting for partial quantities in an item shall not be considered for evaluation for that item.

2.1.3 DOCUMENTS REQUIRED



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Bidder shall meet the qualification criteria as stated above. Bidder shall furnish following documents along with the bid, to justify meeting the stipulated qualification criteria.

- Copies of detailed purchase order
- Reference list of pervious supplies
- Inspection release note having cross reference to purchase order.
- Audited Annual Report including Balance sheets and Profit and Loss Account statement for the financial years i.e.2008-09.2009-10 and 2010-11.

In absence of requisite documents GAIL GAS reserves the right to reject the bid without making any reference to the bidder. Owner reserves the right to get feedback from user on satisfactory performance.



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**SECTION II
INSTRUCTIONS TO BIDDERS (ITB)**



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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder’s Qualification.
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid Evaluation Criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S / CONSULTANT’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - (i.) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii.) that has been hired by the Employer as engineer / consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB Clause no. 39.
- 2.5 The bidder is not put on holiday by GAIL GAS or WGI or black listed by any Government Department / Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.6 The job executed by a bidder for its own concern cannot be considered as experience Bid Evaluation criteria.

3. ONE BID PER BIDDER

- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2. Alternative bids are not acceptable.



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4. COST OF BIDDING

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

5. SITE VISIT – NOT APPLICABLE FOR THIS TENDER

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

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The Bid Documents hosted on GAIL GAS and WGI Websites are as stated below and should be read in conjunction with any addenda issued / hosted in accordance with Clause 8 of ITB.

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- 6.2. The bidder is expected to examine IFB, all instructions, Forms / Formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail / fax / post at Consultant's mailing address indicated in the Bid Document (Wood Group Engineering India Pvt.Ltd., Level-4, 18-Incube Business Centre, Nehru Place, New Delhi - 110019, India. Fax No. + 91 11 4654-2419). All question / queries should be referred to Consultant at least 04 (four) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Employer / Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the GAIL GAS websites <http://www.gailtenders.in/home.asp> and WGI website

<http://www.woodgroupindia.com/ggl/tender.htm>. All the prospective bidders who have shown interest vide attending Pre-tender / Pre Bid Meeting shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued / web hosted, before submitting the bid.

- 8.3. The Employer / Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

- 10.1. The bid prepared by the bidder shall comprise the following and the below documents must be submitted before due date and time.
- 10.2. **E-Envelope- I: Techno-Commercial Un-price Bid (PART-I)**
- 10.2.1. Part – I: Techno-commercial/Un-price Bid shall contain the following documents duly e-signed on each page, and to be uploaded in collaboration folder.
- Covering letter bearing ref. No. & date.
 - Bidder's General Details / information as per format F-1.
 - Power of Attorney in favour of person (s) signing the bid that such person (s) is / are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
 - Bid Form as per format F-2.
 - List of enclosures as per Format F-3, Annual Turnover (F-3A), Financial Situation (F-3B).
 - Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties etc. considered.
 - Bid Security / EMD in accordance with Clause 14 of "ITB" shall be furnished in Original in physical form either in the form of Banker's Cheque/Bank Draft payable to "GAIL GAS Limited" at Noida or Bank Guarantee as per format F-4.
 - Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per format F – 5.
 - Confirmation of No Deviation as per Format F-6.
 - Certificate as per Format F-7 for confirming the Government of India is not party of Agreement.
 - Details of similar work done / Supplies made during past seven years as per Form F-8.

- l. All necessary documents to establish the qualification pursuant to Bid Evaluation criteria (Technical and Financial) mentioned in Annexure – 1 of IFB.
- m. Certificate of Non-Involvement of Agent as per Format F-10, if there is no Agent / Consultant / Retainer / Associate is involved.
- n. Checklist duly filled in as per Format F-11.
- o. Details regarding Small / Medium / Large scale industry as per Format – 12 .
- p. Declaration as per Format F – 13
- q. Any other information/ details required as per Bidding Documents.
- r. Filled integrity pact duly signed and stamped.

Note: All pages of the bid are to be signed and sealed by authorised person of the bidder.

- 10.3. **E-Envelope II: “Price Bid – Not to Open with Techno – Commercial Un priced Bid”- (PART-II)**
- 10.3.1 Part – II shall contain original Schedule of Prices duly filled in duly e-signed on each page & to be submitted as an SRM attachment.
- 10.4. **Envelope III: Original Bid Security, Power of Attorney, Letter of Authority,& Integrity Pact - PART-III In physical form with the scanned copy of the same uploaded in e-bid in collaboration folder.**
- 10.4.1 Part-III shall contain Original Bid Security, Power of Attorney, Letter of Authority,& Integrity Pact in physical form in separate sealed envelope.
- 10.5. **Envelope IV: Bidding Document Fee” – PART – IV (NOT APPLICABLE FOR THIS TENDER)**
- 10.5.1 Part IV: Bid Document Fee
- 10.5.1.1 Part-IV shall contain one original and two (02) copies of Bid Document Fee in separate sealed envelope
11. **BID PRICES**
- 11.1. The bidder shall quote bid prices on the appropriate format for “Schedule of Rates” enclosed as part of bidding document.
- 11.2. **Bidders shall indicate the following separately in “Schedule of Rates” (SOR)**
 - A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
 - B) Excise Duty & CST without C-form/LST/VAT (rates) will be payable on the finished goods, if this contract is awarded.
 - C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price.
 - D) The statutory variation in Excise Duty, CST/LST/VAT on finished goods & service tax including cess on freight charges within the contractual delivery period shall be to GAIL GAS account.

The bidder while quoting the price may consider the merit rate of custom duty. Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the rates of customs duty considered by the bidder. However, in case of wrong classification, no

variation including statutory variation of Customs Duty, will be payable extra. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule. Statutory variation on the Customs Duty shall be payable extra within the contractual delivery period.

- E) Any new taxes and duties if imposed by Govt. India after the date of bid submission but before the CDD (Contractual Delivery Date), shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to government authorities and also asserting it's applicability with respect to contract
- F) To enable the EMPLOYER to avail CENVAT Credit, the Contractor shall furnish relevant documents to EMPLOYER to avail the CENVAT credit with respect to Excise Duty, CST/LST/VAT and Service Tax on Freight as mentioned by the bidder in their bids. In case the certificate / documents are not provided for aforesaid amount of Excise Duty, CST/LST/VAT and Service Tax on Freight, the short fall amount will be recovered from the Contractor's bill.

NOTE: Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. **However, transit Insurance shall be arranged by Purchaser.**

- 11.3 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the Purchaser's right to contract on different terms.
- 11.4 **Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 11.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

12. BID CURRENCY

- 12.1 Bidders may submit bid in Indian Rupees only.
- 12.2 Deleted.

13 PERIOD OF VALIDITY OF BIDS

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

14 BID SECURITY

- 14.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 14.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.
- 14.3 The Bid Security in Indian Rupees shall be in the form of Demand Draft / Banker's Cheque in favour of "GAIL GAS Ltd", payable at Noida (issued by Indian Nationalised / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of GAIL GAS Ltd. as per format enclosed at F-4.

GAIL GAS shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any Reputed International Bank or Indian Scheduled Bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs.100 Crores (equivalent in US\$) and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13.1 of ITB.

- 14.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be rejected by GAIL GAS as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL GAS pursuant to Clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to Clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to Clause 38 of ITB.
- 14.7 The bid security may be forfeited.
- 14.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 14.7.2 In case of a successful bidder, if the bidder fails:
- i) to accept the award in accordance with Clause 34 of ITB. OR
 - ii) to accept the arithmetic corrections pursuant to Clause 29 of ITB. AND/OR
 - iii) to furnish the performance guarantee in accordance with Clause 38 of ITB .
- 14.8 Bid security should be in favour of GAIL GAS Ltd, Noida and addressed to GAIL GAS Ltd. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at Attachment I.
- 14.9 For Indian Bidders: Central Public Sector Undertakings of Government of India and firms registered with NSIC are **exempted from furnishing Bid Security, provided** they are **registered for the quoted items upto the monitory limit**, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

15 PRE-BID MEETING

- 15.1 The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at GAIL GAS LTD., 2nd Floor, HHEC Building, A-2, Sector-2, Noida – 201301, UP, India.
- 15.2 The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- 15.3 The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Employer / Consultant's office not later than 4 days before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 15.4 The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the

questions) to all the Bidders who have downloaded the bid document and have confirmed their intention to bid for the bidding documents .Any modifications of the bidding documents listed in clause 6.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to 8 of ITB and not through the minutes of the pre-bid meeting

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

16 FORMAT AND SIGNING OF BID

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

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

17 ZERO DEVIATION:

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

17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:

17.2.1 Firm prices

17.2.2 Earnest money deposit (EMD) / Bid Security

17.2.3 Scope of work / Supply

17.2.4 Specifications

17.2.5 Price schedule

17.2.6 Delivery / Completion Schedule.

17.2.7 Period of validity of bid

17.2.8 Price Reduction Schedule (PRS).

17.2.9 Performance Bank Guarantee (PBG) / Security Deposit.

17.2.10 Guarantee

17.2.11 Arbitration / Resolution of dispute

17.2.12 Force Majeure.

17.2.13 Applicable laws

17.2.14 Integrity Pact

17.2.15 Payment Terms

17.2.16 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18 E-PAYMENTS

18.1 GAIL Gas Limited has initiated payments to suppliers and contractors electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or

ICICI Bank or State Bank of India so that the payment through e-banking be made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any one of the above banks to facilitate payment through e-banking in case of award of work on him.

19 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES-(NOT APPLICABLE FOR THIS TENDER)

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

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

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer / principal and their Agent / Consultant / Representative/Retainer/Associate in India.
- (ii) The mutual interest, which the manufacturer / principal and the Agent / Consultant / Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent / Consultant / Representative / Retainer / Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be inclusive of all such charges and commission.
- (iv) Permanent Income Tax number of Agent / Consultant / Representative / Retainer / Associate in India.
Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent / Consultant / Representative / Retainer / Associate.
- (vii) Payments to Indian Agent shall only be remitted after getting proof of registration with RBI, New Delhi.

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

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

SUBMISSION OF BIDS

20 MARKING OF BIDS

- 20.1 E-Bid shall be submitted in the following manner on line in e-tender site of GAIL GAS as follows:
Part-I - Techno-commercial / un-priced bid
Part-II - Priced Bid
Part-III – Scanned copy of Original Bid Security, Power of Attorney, Letter of Authority, & Integrity Pact
- 20.2 **Techno Commercial Un-priced Bid: (Part I)** Techno-commercial Un-priced Bid shall be submitted in collaboration Folder of e-tender for “**MDPE PIPE (ARC)**” for “CNG and City Gas Distribution Project”.
- 20.3 **Price Bid: (Part II)** Price Bid shall be submitted as SRM attachment of e-tender for “**MDPE PIPE(ARC)**” for “CNG and City Gas Distribution Project”. “Not to Open along with techno Commercial Un-Priced Bid”.
- 20.4 **Bid Security: (Part III) in Physical form:** Bid Security, Power of Attorney, Letter of Authority, & Integrity Pact in **Original** and Two copies of the same shall be submitted in sealed envelope for “**MDPE PIPE (ARC)**” for “CNG and City Gas Distribution Project”. **The bidder has the option to submit these documents in physical form on / before the bid due date or with in seven days from bid opening date. However, scanned copies of these (same) documents must be submitted on line as part of e-bid (in collaboration folder) before the bid due date/time.**
- 20.5 Bid Document Fee: (Part IV):- **(NOT APPLICABLE TO THIS TENDER)**
- 20.6 All envelopes containing the documents in physical form required to be submitted by the bidder shall have bid Document number and shall be addressed to Head (C&P) at address mentioned as below.

Head (C & P)
Wood Group Engineering India Pvt.Ltd.
18 Incube Business Centre, Level - 4
Nehru Place
New Delhi – 110019
Phone: 00- 91-11- 4160-8770 / 8384
Fax: 00 - 91-11-4654-2419

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

21 DEADLINE FOR SUBMISSION OF BID

- 21.1 The Bid containing Part – I to Part – IV must be received by the Employer at the address as specified in Clause 20 above no later than the time and date as specified in clause 1.2.6 of IFB.



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- 21.2 The Employer / Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have submitted tender fee / shown interest vide attending pre tender / pre – bid meeting extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

22 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 22.1 WGI / GAIL GAS shall close immediately receiving of bids after the deadline for submission of bid prescribed by the Consultant pursuant to Clause 21 of ITB.
- 22.2 Unsolicited bids or bids being submitted in CD/DVD/Email/FAX/Pen Drive form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

23 MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, provided that written notice for modification / withdrawal is received, before the due date of submission of bid.
- 23.2 Modification shall be prepared, sealed and marked in accordance to the provision of clause 20 clearly marked by Modification / Clarification.
- 23.3 No bid shall be modified after the deadline for submission of bid.
- 23.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to Clause 14.7 of ITB.

BID OPENING AND EVALUATION

24 BID OPENING

- 24.1 Un-Priced Techno – Commercial bid opening:
- 24.2 The Employer / Consultant will open, in the presence of bidders' designated representatives, Envelopes Part-III & IV first and after establishing the bidders' fulfilment as per Part-III & IV only, the unpriced bid Part-I will be opened, at date, time & venue as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

25 PROCESS TO BE CONFIDENTIAL

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

26 CONTACTING THE EMPLOYER / CONSULTANT

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

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 27.1 Techno-Commercial Bid Evaluation.



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- 27.2 The Employer / Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.3 Prior to the detailed evaluation, the Employer / Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 27.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened and returned un-opened to such bidder(s).
- 27.5 The Employer / Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer / Consultant, and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 27.6 The Employer / Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer / Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness / specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Employer / Consultant deems necessary or prudent to be taken into consideration.
- 27.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.
- 28 PRICE BID OPENING**
- 28.1 The Employer / Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 28.2 The Employer / Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 28.3 The bidder's name, prices, and such other details as the Employer / Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.
- 29 ARITHMETIC CORRECTIONS**
- 29.1 The bids will be checked for any arithmetic errors as follows.
- 29.2 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 29.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.

- 29.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.
- 30 CONVERSION TO SINGLE CURRENCY – NOT APPLICABLE**
- 30.1 To facilitate evaluation and comparison, the Employer / Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills Selling exchange rate published by the State Bank of India one day prior to the price bid opening date.
- 31 EVALUATIONS AND COMPARISON OF BIDS**
- The OWNER / CONSULTANT will evaluate and compare the bids Item wise as mentioned below:
- 31.1** The lowest evaluated bid shall be considered for award of order on Item wise basis. The evaluated prices shall be calculated as under:
- The evaluated price of bidders shall include the following:
- i) Ex-works price quoted by the bidder (including packing, forwarding, taxes and duties including customs duties, if any, on imported components and raw materials)
 - ii) Excise duty on the finished goods.
 - iii) CST/LST/VAT on the finished goods (Without concessional form-C).
 - iv) Freight up to site quoted by the bidder including octroi & Entry tax, service tax and cess there on.
- 31.1.1 To enable the owner to avail CENVAT Credit, the supplier shall furnish to owner all certificates and documents including CENVATable invoice as may be required by the owner to avail the CENVAT credit with respect to Excise Duty and service tax as mentioned by the bidder in their bids.
- 31.1.2 Bids not conforming to Bid Evaluation criteria and technical specifications/requirements shall be rejected.
- 31.2 Purchase preference to central government, Public Sector undertaking (PSU) shall be allowed as per Government Instructions in Vogue.
- 32. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:**
- 32.1 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 32.2 DOMESTIC PREFERENCE - Deleted**
- 33. DEEMED EXPORT BENEFIT**
- 33.1** Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

AWARD OF CONTRACT

34. AWARD OF WORK.

34.1 The employer / Consultant will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

35. QUANTITY VARIATION:

35.1 The quantities indicated in MR are indicative and are subject to variation upto +/- 15% (minimum of one number, any fraction shall be taken as next whole number). The price quoted for the items shall remain valid for any change in quantity within such variation.

35.2 In addition to above the Employer / Consultant also reserve the right to delete the requirement of any one or more items of MR without assigning any reason.

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

36.1 The Employer / Consultant reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer / Consultant's action.

37. NOTIFICATION OF AWARD

37.1 Prior to the expiration of period of bid validity GAIL GAS will notify the successful bidder in writing by fax / e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

37.2 The Delivery / Completion period shall commence from the date of notification of award / Fax of Intent (FOI).

37.3 Award of Contractor / Order will be by issuing Fax of Intent (FOI) of your Bid. FOI will contain price, Delivery and others salient terms of your Bid and Bidding Documents.

Bidder will be required to confirm receipt of the same by returning "copy of the FOI duly signed and stamped by the Bidder as a token of acknowledgement to GAIL GAS and WGI. On receipt FOI acknowledgement without any deviation / condition, detail purchase order / contract will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the bidder as a token of acknowledgement to GAIL GAS and WGI.

38. PERFORMANCE GUARANTEE

38.1 Pursuant to Clause-12 of GCC-Goods, bidder will provide Performance Guarantee of appropriate value within 15 days of receipt of FOI from the Employer. The Performance Guarantee shall be in form of irrevocable Bank Guarantee as per Format F – 9 of Attachment – I and shall be in the currency of Contract.

38.2 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

39. REPEAT ORDER

Repeat order shall be as per Clause 40.1 of GCC goods.

40. CORRUPT AND FRAUDULENT PRACTICES

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

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 40.2 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:
- 40.3 The Employer will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.
- 40.4 The bidder(s) are required to execute the "**Integrity Pact**" attached in the Bid Document as Attachment-IV. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.
- 41. WAIVER OR TRANSFER OF AGREEMENT**
- The successful bidder shall not waive the agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without prior written permission of the Employer.
- 42. ORDER OF PRECEDENCE**

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Award / Purchase Order
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to Letter of Award / Purchase Order
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Instruction to Bidder
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Indian Standards
- xi) Other applicable Standards

43. UNSOLICITED POST TENDER MODIFICATIONS

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



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**ADDENDUM – 1
INSTRUCTION TO BIDDERS**



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ADDENDUM – 1

INSTRUCTIONS TO BIDDERS FOR PARTICIPATION IN E-PROCUREMENT

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

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

1) How to submit On-line Bids/Offers electronically against E-Procurement tenders?

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

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

- i) No Late and delayed Bids/Offers after due date/time shall be permitted in e-Tendering system. Time being displayed on our e-Tendering System shall be final binding on bidder and bids have to be submitted by bidder(s) considering this time only and not the time as per their location / country. No bid can be submitted after the last date and time of submission has reached, however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline .The system time (IST) that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) No Manual Bids/Offers shall be permitted. The offers submitted through e-tendering system shall only be considered for evaluation.

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

Vendors/Bidders must go to e-tender website <https://etendergailgas.gail.co.in> and logon using their user-id and password. In the case of vendors not possessing the User Id and Password, they can access through Guest Login as guest. This facilitates viewing of tenders in display mode in Collaboration folder (C Folder). If the vendor desires to download the NIT and attached e-tender at this stage, he may download the same for viewing free of cost.

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

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

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



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

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

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

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

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

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

4) WHAT IS A DIGITAL SIGNATURE?

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

5) WHY IS A DIGITAL SIGNATURE REQUIRED?

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

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

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

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

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



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7) STEPS FOR OBTAINING DIGITAL CERTIFICATE

Digital Certificate can be obtained by the following steps:

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

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

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

8) PRE-BID MEETING

Subsequent to opening of bids, GAIL GAS may not seek clarifications. Therefore, clarifications, if any, are to be sought by the bidders during the pre-bid meeting.

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

9) BID DOCUMENT FEE - NOT APPLICABLE FOR THIS TENDER

Bidders are required to submit the Bid Document Fee in DD along with EMD in physical form.

However, if the bidder is unable to submit Bid Document Fee in original on the due date, he may upload a scanned copy of the Bid Document Fee while submitting the bid electronically, provided the original Bid Document Fee, copy of which has been uploaded, is received within 7 days from the date of Unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of Bid Document Fee was earlier uploaded by the bidder.

10) EARNEST MONEY DEPOSIT

Bidders are required to submit the EMD in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD in original on the due date, he may upload a scanned copy of the EMD while submitting the bid electronically, provided the original EMD, copy of which has been uploaded, is received within 7 days from the date of Unpriced bid opening, failing which the bid will be rejected irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.

11) SUBMISSION OF DOCUMENTS

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (COLLABORATION, C-Folders) site only. However, documents specified to be submitted physically viz: Bid Document Fee etc. need to be submitted in a sealed envelope in accordance with the method described in Bid Document. The same should reach JP Kenny Pty. Ltd, 3rd Floor, 18 Incube Business Centre, Nehru Place, New Delhi – 110019, India. Bidder shall ensure that all the documents relevant to bid are uploaded in time and failure to upload the same before bid submission date is the sole responsibility of bidder. Under no circumstances, GAIL GAS shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.



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Note:

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

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

Bidders are requested to upload small sized documents preferably (Upto 2 MB) at a time to facilitate easy uploading into e-Procurement site. GAIL GAS does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE

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

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

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

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

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

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

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

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

13) PRICES

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



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14) SUBMISSION AND OPENING OF BIDS

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

15) LAST DATE FOR SUBMISSION / RECEIPT OF BIDS

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

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

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

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



**SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC-GOODS)
FOR SUPPLY**

GENERAL CONDITIONS OF CONTRACT



General Conditions of Contract

Section- I. Definitions

1.0 Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.0 BIDDER: Designates the individual or legal entity, which has made a proposal, a tender, or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT: means Woodgroup Engineering India Pvt. Ltd (WGI) who are the consulting engineer to the Employer for this project and having registered office at 18 Incube business centre, Level -4, Nehru Place, New Delhi – 110019, India The term consultant includes successors, assigns of M/s WGI.
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the Purchaser's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

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- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage-wise as well as final, before dispatch, at Seller's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean GAIL GAS LIMITED (GAIL GAS) having its Registered office at 16, Bhikaji Cama Place, New Delhi - 110066 and includes its successors and assigns.. The term PURCHASER includes successors, assigns of GAIL GAS.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- Quantities – Bills of quantities
- Bills of quantities
- Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, and testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any

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part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 2.0 Seller To Inform** 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.
- 3.0 Application** 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that provisions of other parts of the Contract do not supersede them.
- 4.0 Country of Origin** 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.0 Scope of Contract** 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being Seller's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the

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manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

- 5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER /CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.
- 6.0 Standards**
- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.
- 7.0 Instructions, Direction & Correspondence**
- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been

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modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER / CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER /CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9.0 Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the Seller's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10.0 Use of Contract Documents & Information

10.1 The Seller shall not, without the Purchaser's / Consultant's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11.0 Patent Rights,

11.1 SELLER hereby warrants that the use or sale of the materials

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Liability & Compliance of Regulations		delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
	11.2	The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the Purchaser's country.
	11.3	SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
	11.4	SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
12.0 Performance Guarantee	12.1	Within 15 days after the Seller's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
	12.2	The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the Seller's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
	12.2	The performance guarantee shall be denominated in the currency of the CONTRACT.
	12.4	The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. PURCHASER will discharge the Bank Guarantee not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
13.0 Inspection, Testing & Expediting	13.1	The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the

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- identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The Purchaser's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the Purchaser's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable Purchaser's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist Purchaser's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials, which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or

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final test is to be carried out.

- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in SELLER shall make technical specifications.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 Time Schedule & Progress Reporting

- 14.1 Time Schedule Network/Bar Chart
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, and erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of Seller's time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- 14.2 **Progress Trend Chart / Monthly Report**

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- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.3.1 Purchaser's Consultant's representatives shall have the right to inspect Seller's premises with a view to evaluating the actual progress of work on the basis of Seller's time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER / CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the Seller's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the Seller's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encase Performance Guarantee in full or part.
- 15.0 Delivery & Documents**
- 15.1 The SELLER in accordance with terms specified in the CONTRACT shall make delivery of the GOODS, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a

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negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/CONSULTANT at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16.0 Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.

Insurance Requirements:

Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by GAIL GAS.

Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GAIL GAS.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

16.3 **Purchaser's Insurance Agent:**

[The name and address - as mentioned under SCC]

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- 17.0 Transportation**
- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 18.0 Incidental Services**
- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.
- 19.0 Spare Parts, Maintenance Tools, Lubricants**
- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 19.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

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- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.3 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers / vendors for such spares / maintenance tools for:
- 19.4 The construction, execution and commissioning.
- 19.5 Two (2) years operation and maintenance.
- 19.6 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.7 Type and sizes of bearings shall be clearly indicated.
- 19.8 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.9 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.10 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.11 Lubricants
- 19.12 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one-year's continuous operation and the types of recommended lubricants indicating the commercial name (trademark), quality and grade.
- 19.13 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.14 Seller shall indicate various equivalent lubricants available in India.
- 20 Guarantee**
- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.
- No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/ CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/ CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper

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materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. The SELLER shall similarly guarantee repaired or replaced materials for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification; the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up

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the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to Seller's account.

- 21 Terms of Payment**
- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The Seller's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Seller's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site

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		(s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
	viii)	Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
22	Prices	22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
23	Subletting & Assignment	23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24	Time As Essence of Contract	24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays in The Seller's Performance	25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to: i) Hire for period of delay from elsewhere goods which in Purchaser's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which Purchaser's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) Hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. iv) Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.
26	Price Reduction Schedule For Delayed Delivery	26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without

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prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable to SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**27 Rejections,
Removal of
Rejected
Equipment &
Replacement**

27.1 Preliminary inspection at Seller's works by INSPECTOR shall not prejudice Purchaser's Consultant's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Seller's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of

28.1 Termination for Default

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Contract

- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
 - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
 - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GAIL GAS Ltd. Against any type of tender nor their offer will be considered by GAIL GAS against any ongoing tender (s) where contract between GAIL GAS and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL GAS Ltd. to such VENDOR.
- 28.2 Termination for Insolvency
- 28.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER 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 the PURCHASER.
- 28.3 Termination for Convenience
- 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

The PURCHASER shall purchase 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's

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receipt of notice of termination at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) To have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) To cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 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 the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT 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, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER 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 majored cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes / Arbitration

30.1 The PURCHASER and the SELLER 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.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as

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specified hereunder.

30.3 Legal Construction
The Contract shall be, in all respects be construed 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 within Union Territory of New Delhi.

30.4 Arbitration
All disputes, controversies, or claims between the parties (except in matters where the decision of the 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 a sole arbitrator.

The PURCHASER (GAIL GAS Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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 thereunder 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).

Seller 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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the

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purposes of interpretation, English translation shall govern and be binding on all parties.

- 32 Notices**
- 32.1 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.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33 Taxes & Duties**
- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Purchaser's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, PURCHASER shall reimburse Sales Tax and Excise Duty on finished products.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is up to the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
- 34 Books & Records**
- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
- 35 Permits & Certificates**
- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for Seller's personnel to undertake any work in India in connection with Contract.
- 36 General**
- In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.1 Losses due to non-compliance of Instructions
Losses or damages occurring to the PURCHASER owing to the

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Seller's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

- 36.2 Recovery of sums due
All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 36.3 Payments, etc. not to affect rights of the PURCHASER
No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.
- 36.4 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)
- 36.5 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.
- 37 Import License** 37.1 No import license is required for the imports covered under this document.
- 38 Fall Clause** 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

GENERAL CONDITIONS OF CONTRACT



- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs, which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: -

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the GAIL GAS under the order herein and such items/goods/materials have not been offered /sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GAIL GAS under the order."

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which details shall be furnished by the supplier.

- | | | | |
|-----------|------------------------------------|------|--|
| 39 | Publicity & Advertising | 39.1 | Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media. |
| 40 | Repeat Order | 40.1 | PURCHASER reserves the right, within 6 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions. |
| 41 | Limitation of Liability | 41.1 | Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. |



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**SECTION IV
SPECIAL CONDITIONS OF CONTRACT - GOODS
(SCC-GOODS)**



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1.0 DEFINITIONS

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

1.1.1 Definitions

Bidding Documents shall mean documents issued to the Contractor pursuant to documents listed in ITB.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be date of Fax of Intent (FOI).

Warehouse / Dump yard / Dumpsite shall mean a place hired / owned by Owner for the purpose of storing the MDPE Pipes, Fittings and Valves.

1.2. Interpretations

1.2.1. Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC - Goods then, unless a different intention appears, the provisions of the SCC - Goods shall be deemed to govern the provisions of the GCC - Goods and SCC - Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

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

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

1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.

2.0 SELLER'S SCOPE

Refer clause No.5 of GCC - Goods



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2.1 SUPPLY OF MDPE PIPES

Refer clause 3.0 of IFB

2.1.1 Seller's scope shall include:

- (a) Design / Manufacturing / Testing etc of MDPE Pipe as per Material Requisition / Technical Specifications.
- (b) Preparation of quality assurance / quality control programme;
- (c) Obtaining consultant's approval.
- (d) Arranging inspection and testing certification.
- (e) Inspection by purchaser's/consultant/agency designated by purchaser and obtaining inspection release note.
- (f) Obtaining dispatch clearance.
- (g) Packing and
- (h) Loading on truck / trailer, transportation to designated storage yard for Indian Contractor / loading on ship at FOB port of exit including stowing, as applicable for foreign bidder.

3.0 PACKING, MARKING AND SHIPMENT

- 3.1 The seller, wherever applicable shall after proper painting, pack and crate all goods for sea / air / road / rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The seller shall be held responsible for all damages due to improper packing. The seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Attachment III of this Bidding Document

4.0 DELIVERY SCHEDULE

- 4.1 All goods under the scope of the Bidder shall be as per following schedule:
- 4.1.1 The delivery schedule shall be as under, to be reckoned from the letter of intimation:

FOR EACH CITY

- **FOR Ø 20 MM / Ø 32 MM / Ø 63 MM –**
 - **PIPES ORDERED UP TO 5 KMS – TO BE DELIVERED WITHIN 30 DAYS**
 - **PIPES ORDERED ABOVE 5 KMS & UP TO 10 KMS – TO BE DELIVERED WITHIN 45 DAYS**
 - **PIPES ORDERED ABOVE 10 KMS & UP TO 15 KMS – TO BE DELIVERED WITHIN 60 DAYS**
 - **PIPES ORDERED ABOVE 15 KMS & UP TO 25 KMS – TO BE DELIVERED WITHIN 75 DAYS**
- **FOR Ø 125 MM / Ø 180 MM –**
 - **PIPES ORDERED UP TO 5 KMS – TO BE DELIVERED WITHIN 45 DAYS**
 - **PIPES ORDERED ABOVE 5 KMS & UP TO 10 KMS – TO BE DELIVERED WITHIN 60 DAYS**
 - **PIPES ORDERED ABOVE 10 KMS & UP TO 15 KMS – TO BE DELIVERED WITHIN 75 DAYS**
 - **PIPES ORDERED ABOVE 15 KMS & UP TO 25 KMS – TO BE DELIVERED WITHIN 90 DAYS**

Delivery Destination: Sonipat, Kota, Dewas and CWC Ghaziabad

Note: Delivery shall be strictly as per schedule mentioned in Clause 4.1.1 of SCC – Goods.

- 4.1.2 Delivery of goods shall be based on FOT destination basis. The date of receipt and acceptance of materials at GAIL GAS destination Storages House shall be considered as the date of delivery
- 4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and / or other remedies available to the Purchaser in Bidding Documents.
- 4.1.4 Price Reduction Schedule (PRS) shall be applicable as per clause 26 of GCC-GOODS.
- 4.1.5 Delivery period as detailed in Clause 4.1.1 of SCC-Goods shall be the essence of Agreement and no variation shall be permitted.
- 4.1.7 The delivery period shall be reckoned from the date of “Letter of Intimation”.

5.0 DESPATCH INSTRUCTIONS

- 5.1 Seller shall obtain dispatch clearance from the purchaser / consultant prior to each dispatch.
- 5.2 Copy of Inspection Release Note, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6.0 INDEPENDENT SELLER

- 6.1 It is expressly understood and agreed that seller is an independent party and that neither the seller / its personnel are servants, agents or employees of Purchaser / Consultant nor the seller has any kind of interest in other sellers.

7.0 LIEN

- 7.1 Seller shall ensure that the scope of supply / works under the agreement shall be free from any claims of title / liens from any third party. In the event of such claims by any party, seller shall at his own cost defend, indemnify and hold harmless purchaser or its authorised representative from such disputes of title / liens, costs, consequences etc.

8.0 RECOVERY OF CUSTOMS DUTY, EXCISE DUTY AND SALES TAX

- 8.1 In case, the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the contractor, immediately on enforcement of such variation, under intimation to the contractor.

9.0 REJECTION

- 9.1 Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements / specifications of the purchase requisition/order, shall be liable for immediate rejection.
- 9.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to employer.



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10.0 LIMITATION OF LIABILITY

10.1 Notwithstanding anything contrary contained herein, the aggregate total liability of supplier under the contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11.0 INSURANCE

AS PER CLAUSE -16 OF GCC - GOODS

11.1 Purchaser's Insurance Agent shall be intimated to the successful bidder in detailed purchase order.

12.0 GOVERNING LAW

12.1 Laws of India will govern the agreement and Delhi courts will have exclusive jurisdiction on all matters related to Agreement.

13.0 EMPLOYER'S RIGHTS AND REMEDIES

13.1 Without prejudice to employer's right and remedies under Agreement, if supplier fails to commence delivery as per agreed schedule and/or in reasonable opinion of the employer, contractor is not in a position to makeup the delay to meet the intended purpose, the employer may terminate the agreement in full or part at supplier's default and may get supplies from other sources at supplier's risk and cost.

14.0 GUARANTEE

14.1 (AS PER CLAUSE 20 OF GCC-GOODS)

15.0 PRICE REDUCTION SCHEDULE (PRS)

15.1 Price Reduction Schedule shall be applicable as per clause 26 of GCC-GOODS.

16.0 TERMS AND MODE OF PAYMENT

16.1 The terms and mode of payment shall be as per Section -V.

17.0 REPEAT ORDER

Repeat Order shall be as Per Clause 40.0 of GCC – Goods

18.0 ORIGIN OF GOODS – (NOT APPLICABLE FOR THIS TENDER)

In partial modification to GCC – GOODS a certificate issued by relevant chamber of commerce to this effect shall form part of shipping documents.

19.0 FALL CLAUSE

Fall Clause under Clause 38 of GAIL's GCC - Goods stands deleted.

20.0 QUALITY ASSURANCE / QUALITY CONTROL

20.1 The bidder shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.



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20.2 The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

20.3 The purchaser/consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

21.0 PERFORMANCE EVALUATION

21.1 The performance of contractor to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor performance evaluation procedure will be as per Attachment II of this Bid Document.

22.0 ANNUAL RATE CONTRACT CONDITIONS

22.1 GAIL GAS may award to successful bidder as per Schedule of Rates (SOR) of bid document for the quantities as & when required during the validity of Rate Contract. Quantities shall be informed to Bidder by GAIL GAS by a firm 'Letter of Intimation' against subject Rate Contract during its validity.

22.2 The ARC shall be valid for a period of Two (2) years from the date of issue of Fax of Intent.

23.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) The Project Manager
CITY GAS DISTRIBUTION PROJECT OF GAIL GAS
Wood Group Kenny India Pvt.Ltd
4th Level, 18, Incube Business Centre
Nehru Place
New Delhi – 110019, India
- b) Chief Manager (Projects)
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India
- c) Deputy Gen. Manager (C&P)
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India



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**SECTION – V
PAYMENT TERMS**



1. TERMS OF PAYMENT

- 1.1 90% of CENVATable/ VATable Invoice value with taxes and duties will be paid after adjustment against PRS (PRS will apply on value excluding CENVATable amount) and on submission of invoice, in triplicate, along with:
- i) Inspection release note by Purchaser / Consultant.
 - ii) LR / GR in original.
 - iii) Packing List.
 - iv) Proof of customs clearance including payment of custom duty for imports permitted in the contract.
 - v) Despatch instructions / clearance by purchase / consultant.
 - vi) Documents / drawings as specified in Vendor Data Requirement in Material Requisition (Vol II of II).
- 1.2 Balance 10% amount of total Invoice value shall be paid within 30 days after receipt and acceptance of complete materials at storage house and submission of all final drawings and documents as per MR.

2. MODE OF PAYMENT

- 2.1. With in 30 days by cheque
2. 2 Deduction at source

Purchaser will release the payment after off-setting all dues to the Purchaser payable by the seller under the contract. Deduction will be effected at source as per the law in force.

3.0 PAYING AUTHORITY:

Incharge- Finance
GAIL GAS Ltd.,
HHEC Building,A-2 ,Sector-2
Noida - 201301
India.



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**SECTION VI
AGREED TERMS AND CONDITION**



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**(BID DOCUMENT No. -110290/WGI /GAIL GAS/44-R0)
(E-TENDER No. 6000000103)
AGREED TERMS & CONDITIONS**

Vendor Name: M/s _____
 BID DOCUMENT No.: _____
Vendor's Offer Ref No. _____
 Tel. No. _____ Fax No. _____
 Contact Person: _____ E-mail _____

1. All correspondence must be in **ENGLISH** language only.
2. Duly signed & stamped copies of this "questionnaire", with all the clauses duly confirmed/ Precisely replied to by the vendor, shall be enclosed.
3. All commercial terms are given / confirmed in the questionnaire itself and not elsewhere in the quotation. In case of contradiction, the same given herein shall prevail, confirm.
4. Failure on the part of vendor in not returning this duly filled-up "questionnaire un priced quotation and/or submitting incomplete replies may lead to rejection of vendors quotation".
5. **ZERO DEVIATION:** your offer shall be in total compliance with bidding document containing commercial and technical specifications including general / technical notes and scope of supply including documentation as per material requisition (MR) and subsequent technical/commercial amendment and technical/commercial corrigendum, if any, without any deviation otherwise offer shall be liable for rejection.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1. i)	Quoted prices are on FOT despatch point basis inclusive of Packing & Forwarding.	Confirmed
ii)	Specify Despatch Point	Refer Annexure-1
iii) a)	Confirm that firm freight charges, for transportation by road upto the Project site excluding CENVATable service tax quoted in price bid.	Confirmed
b)	In case service tax is non CENVATable, same shall be included in the quoted freight charges.	Confirmed
c)	Confirm that the CENVATable Service tax payable extra on freight quoted in price bid.	Confirmed
d)	Bidder shall be paid service tax only against CENVATable invoices issued in accordance with the service tax rule.	Confirmed
iv).	TRANSIT RISK INSURANCE shall be covered by the Owner against their MCE (Marine cum Erection) Policy and the same has not been included in the quoted prices.	Confirmed
2.	EXCISE DUTY PAYABLE EXTRA: a. Tarrif sub heading no. b. Present rate of Excise Duty payable extra on finished products (including spares). c. Any variations in ED at the time of supplies for any reasons including variation due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser.	Refer Annexure-1 Confirm quoted in Price Schedule. Confirmed



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	d. In case (c) above is not acceptable, indicate max. rate applicable.	
2.1	Please indicate following break-up a) CENVATable Excise Duty b) Non CENVATable Excise Duty	100% NIL
2.2a)	The payment against CENVATable portion shall be made at actual subject to maximum given at 2. 1 (a) above. Confirm acceptance.	Confirmed
b)	Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	Confirmed
2.3	The CENVATable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	Confirmed
2.4a.	Clarify whether Excise Duty will be applicable on freight charges also.	Not Applicable
b.	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	Confirmed
c.	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owners account subject to documentary evidence to be furnished by the vendor.	Confirmed
3.a.	SALES TAX: Specify CST/ LST / VAT payable extra.	Refer Annexure-1
b.	Indicate present rate: (For CST, LST or VAT, with concessional form shall be provided)	Confirmed. Quoted in Price Schedule
c.	Clarify whether Sales Tax will be applicable on freight charges also.	Not Applicable
d.	In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	Confirmed
e.	Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owners account subject to documentary evidence to be furnished by the vendor.	Confirmed
f.	If CST/LST / VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	Confirmed
4.	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to Vendor's account whereas any corresponding decrease shall be passed on to the Owner.	Confirmed
5.	SITE WORK: If Material Requisition/ enquiry documents call for Site Work, please confirm the following:	
a.	Confirm that quoted prices include Works Contract Tax.	Confirmed
b.	Owner shall not pay any variation including statutory variation. Any extra implication due to wrong assessment and/ or selection of mode of ordering shall be borne by you. Confirm acceptance.	Confirmed
c.	WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance.	Confirmed



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6.	SPARES PARTS:	
(a)	Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been quoted indicating itemized quantity. i) Mandatory spares (if required) and Special tools and tackles, as specified in MR, are included in the quoted prices. ii) Recommended spare parts for two years operation & maintenance are quoted separately. Also quote freight charges upto site for the spares.	Confirmed Confirmed Confirmed
(b)	Confirm commissioning spares wherever required have been included in the quoted price and list of commissioning spares is also furnished.	Confirmed
7.	Confirm documentation charges as per MR are inclusive in your quoted prices.	Confirmed
8.	Confirm customer references list for the item/model quoted by you, is given in offer.	Confirmed
9.	PRICE REDUCTION ON DELAY IN DELIVERY: a) Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed in Bidding Document. Liquidated damages or penalty are not acceptable. b) In case of delay, vendor will reduce the invoice amount by applicable reduction	Confirmed Confirmed
10.	DELIVERY PERIOD: a. Please confirm shortest delivery period conforming to BID DOCUMENT requirement on FOT Site basis from the date of Fax of Acceptance only. b. Delivery period will be counted from date of release of Fax of Acceptance. Date of receipt and acceptance of materials at Site/Storage Yard will be considered as delivery date. Please confirm.	Refer Annexure-1 Confirmed
11.	PAYMENT TERM: Confirm acceptance of payment terms as per "Payment Terms and Mode of Payment" enclosed in Bidding Document.	Confirmed
12.	PART ORDER: a. Confirmed acceptance to Part Order. b. Any charges quoted extra as lump sum shall be applicable prorata on value basis in the event of part order.	Confirmed Confirmed
13.	Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC (Goods).	Confirmed
14.	PERFORMANCE BANK GUARANTEE: Submission of Performance Bank Guarantee for 10% of total order value as asked in General Conditions of Contract (Goods) and Instructions to Bidders (ITB) for full guarantee period plus 90 (ninety) days. a) i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank. b) ii) However, if Performance Bank Guarantee are furnished other than the Nationalized Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	Confirmed Confirmed Confirmed
15.	FIRMNESS OF PRICES: Confirm quoted prices shall remain firm and fixed till complete execution of order.	Firm & Fixed



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	Price Variation shall not be considered on any account.	
16.	TESTING AND INSPECTION CHARGES:	
a.	Goods and services are subject to stage-wise and final inspection by Owner/WGI Travel, Living and Personnel expenses of Owner / WGI's inspectors shall be borne by Owner / WGI. All Built in Import material shall be subject to inspection by LRIS/BV/DNV/ABS for which charges are included in the quoted prices and no additional charges will be paid by Owner / WGI.	Confirmed Included
b.	Quoted prices are: i) Inclusive of all testing and inspection charges as per MR.	Confirmed
	ii) inclusive of all IBR / IGC/NACE charges (if applicable) as required in the Material Requisition.	Confirmed
c.	Is your shop approved by IBR/CCE authority, if yes, indicate validity.	Approved
	i. IBR	
	ii. CCE	
17.	IMPORT CONTENT: If your offer is based on certain imported raw materials required for equipments/materials offered, please specify the following:	
a.	Confirm that quoted prices are based on Merit rate of Customs duty, CVD, Educational Cess and SAD as applicable.	Confirmed
b.	Indicate Merit rate of customs duty considered and included in the quoted prices.	Furnished in price schedule Refer Annexure-1
c.	Indicate brief description/ specification with itemized CIF value and county of origin of imported material. (To enable GAIL GAS/WGI to operate part order).	Furnished in price schedule
d.	Indicate classification with tariff no. under which Vendor intends to import.	Refer Annexure-1
e.	Confirm prices shall be firm on account of variation in foreign exchange rate.	Confirmed
f.	Owner shall not provide any import license.	Noted
g.	Quoted prices are after considering the benefit of CENVAT on CVD & Cess on it.	Confirmed
h.	Any upward variation due to change in Customs Duty classifications shall be absorbed by the vendor. However, any reduction in customs duty due to change in classification shall be passed on to Owner.	Confirmed
i.	Statutory variations, if any, in the rate of customs duty upto a maximum period of the contractual delivery period shall be to Owner's account.	Confirmed
j.	Any increase in price due to increase in the rate of Customs Duty, due to any reasons, whatsoever, beyond the contractual delivery period, shall be to vendors account. However, any decrease in custom duty rate at the time of actual clearance of imported materials shall be passed on to Owner.	Confirmed
k.	The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon.	Confirmed



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I.	Variation in price due to Customs duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.	Confirmed
18.	VALIDITY:	
a)	Confirm that the offer shall be valid upto four (4) months from the bid due date/extended due date.	Confirmed
b)	Confirm validity of recommended spares for 2 years operation and maintenance will be 6 months over and above the validity of offer.	Confirmed
19.	ZERO DEVIATION:	
a)	Confirm your offer is in total compliance with Bidding Document containing technical specifications including General I Technical notes and scope of supply including documentation is as per Material Requisition (MR) and subsequent Technical amendment and Technical corrigendum, if any, without any deviation.	Confirmed
b)	Confirm your offer is in total compliance with Bidding documentation containing commercial terms and conditions as per the following documents, without any deviation:	Confirmed
	i) General Conditions of Contract (Goods)	Confirmed
	ii) Invitation for Bid (IFB)	Confirmed
	iii) Instructions to Bidders (ITB)	Confirmed
	iv) Special Conditions of Contract. (Goods) (SCC Goods)	Confirmed
	v) Payment Terms and Mode of Payment.	Confirmed
	vi) Packing, Marking & Shipping Instructions, Special Packing Requirements & Integrity pact etc.	Confirmed
	vii) Terms & conditions for Supervision of Erection, Testing & Commissioning (if applicable).	Confirmed
	viii) Terms & conditions for Installation/Site Work, (if applicable).	Confirmed
c)	Deviation to Terms & Conditions shall lead to rejection of offer.	Confirmed
20.	Whether any of the Directors of Vendor is a relative of any Director of Owner / WGI or the vendor is a firm in which any Director of Owner / WGI or his relative is a Partner or the vendor is a private company in which any director of Owner/WGI is a member or Director.	Confirmed No relation
21.	Please confirm you have not been banned or de-listed by any Government or Quasi Government agencies or PSU's. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However, if this declaration is not furnished the bid shall be rejected as non-responsive.	Not Banned
22.	Please confirm your offer contains the following:	No Deviation
22.1	UNPRICED OFFER Deviation sheet, if any.	
22.2	PRICED OFFER	
a.	Price Schedule.	Confirmed



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b.	Statement that all specification and terms & conditions are as per unpriced copy of offer.	
23.	Any claim arising out of order shall be sent to Owner in writing with a copy to WGI within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant / Owner.	Confirmed
24.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	Confirmed

VENDOR'S NAME:
SIGNATURE & SEAL:



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(BID DOCUMENT NO. -110290/WGI /GAIL GAS/44-R0)
AGREED TERMS & CONDITIONS
ANNEXURE-1

Vendor Name: M/s _____
BID DOCUMENT No: _____
Vendor's Offer Ref. No. _____
The Salient features of the offers are as below:

Sl. No.	ATC CLAUSE Sl. No.	DESCRIPTION	VENDOR'S CONFIRMATION
1.	1 (ii)	Specify Despatch points.	
2.	2(a)	Tarrif sub heading No.	
3.	3(a)	Specify CST / LST / VAT	
4.	10(a)	Delivery Period on FOT Site Basis	Accepted as per BID DOCUMENT.
5.	17(b)&(c)	Import Content details Specify rate of Customs Duty	Classification: _____ _____

Bidder's Signature with Stamp/Seal



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**ATTACHMENT – I
FORMS AND FORMATS**



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F-1
BIDDER'S GENERAL INFORMATION

To
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone Number)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Bid Currency _____

1-11 Port of shipment / Dispatch Point _____

1-12 Whether Supplier / Manufacturer
Dealer/Trader/Contractor _____

1-13 Type of Material Supplies : _____

1-14 Banker's Name : _____



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1-15 Branch : _____

1-16 Branch Code : _____

1-17 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-18 Excise Registration number : _____

1-19 Excise Range : _____

1-20 Excise Division : _____

1-21 Excise Collectorate : _____

1-22 Local ST No. : _____

1-23 CST No. : _____

1-24 PAN No. : _____

1-25 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)



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**F-2
BID FORM**

To

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

After examining/reviewing the Bidding Documents for supply of MDPE Pipes, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Corrigendum / Addenda Nos. _____.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment 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.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:



F-3
LIST OF ENCLOSURES

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

A. We are enclosing the following documents:

1. Unpriced Bid
2. EMD / Bid Security
3. Price Bid
4. Bid Document Fee

B. We are enclosing the following documents on line as part of the bid:

1. Documentary evidence required for meeting the Bid Evaluation criteria as per bidding document.
2. Methodology of execution of work
3. Execution schedule with interlinking of various activities in form of bar chart meeting the progressive delivery / completion schedule.
4. All documents as per Clause 10 of ITB i.e. documents comprising the bid, Copy of Bidding Documents along with Addendum / Corrigendum no..... 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 Bidding Documents.

SEAL AND SIGNATURE OF BIDDER



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F-3A

ANNUAL TURNOVER

EACH BIDDER MUST FILL IN THIS FORM

Annual Turnover data for the last 3 years:

Year	Currency	Amount
Year 1: FY 2010-11		
Year 2: FY 2009-10		
Year 3: FY 2008-09		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



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F-3B

FINANCIAL SITUATION

EACH BIDDER MUST FILL THIS FORM

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year FY 2010 -11
	Amount (Currency)
1. Current assets	
2. Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (NW) Owners funds (Paid up share capital and Free Reserves & Surplus)	

1. Attached are copies of the audited balance sheets in physical form including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - 1.1 All such documents reflect the financial situation of the bidder
 - 1.2 Historic financial statements must be audited by a certified chartered accountant.
 - 1.3 Historic financial statements must be complete, including all notes to the financial statements.
 - 1.4 Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



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F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____



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INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with documentary evidence under intimation to Consultant.



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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS / CONFERENCES**

No.

Date:

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.



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F – 6

NO DEVIATION CONFIRMATION

M/s GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)



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**F - 7
CERTIFICATE**

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, Fax of Intent is issued to us for supply of quoted items 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 and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the 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.”

Seal and Signature of Bidder



F-9
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sirs,

M/s _____ have been awarded the work of _____ for GAIL GAS LTD., 2nd Floor, HHEC Building, A-2, Sector-2, Noida – 201301, UP, India.

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to GAIL GAS LTD., we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.



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3. Your right to recover the said sum of _____ (_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____, If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

By its Constituted Attorney

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



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INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.



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F-10
CERTIFICATE OF NON-INVOLVEMENT OF AGENT

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

This is to certify that we have not engaged involve any Agent / Consultant / Retainer / Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.



F-11
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	STATUS
1.0	Signing and stamping each sheet of offer, original e-bid document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of e-bid:	
a)	Covering Letter, Letter of Submission	<input type="checkbox"/>
b)	Letter of Authority (Format F – 5) in physical form.	<input type="checkbox"/>
c)	Signed and stamped original copy of bid document along with drawings and addendum (if any)	<input type="checkbox"/>
d)	Power of Attorney in the name of person signing the bid in Physical form	<input type="checkbox"/>
e)	Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
f)	Bidder's declaration that they are not under any liquidation court receivership or under holiday list for similar proceedings.	<input type="checkbox"/>
g)	Agreed Terms and Conditions with Section – IV duly filled in and signed (For Indian / Foreign Bidders as applicable)	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price bid has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in the Un-priced part of e-bid has been initialled and stamped by the authorized person.	<input type="checkbox"/>



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S. NO.	DESCRIPTION	STATUS
7.0	Confirm that any correction in the "Price Part" part has been signed in full and stamped by the authorized person.	<input type="checkbox"/>
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
10.0	Confirm that annual reports for last three financial years & duly filled in Form 3A & 3B are enclosed in the offer for financial assessment.	<input type="checkbox"/>
11.0	Confirm that copies of Purchase Order, Inspection release note etc are enclosed confirming the experience of manufacturing the quoted items.	<input type="checkbox"/>

SEAL AND SIGNATURE OF BIDDER



FORM 12
ENTERPRISE'S INFORMATION WITH RESPECT TO THE MICRO, SMALL AND MEDIUM ENTERPRISES
DEVELOPMENT ACT, 2006
(FOR INDIAN BIDDERS)

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

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

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

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

Classification of enterprises engaged in:

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

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

b) providing or rendering services

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

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

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

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

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

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

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



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

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

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



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DECLARATION

We confirm that we are not under any liquidation, court receiver ship or similar proceedings

We also confirm that we have not been banned or de listed by any Government or Quasi Government agencies of PSU.

SEAL AND SIGNATURE OF BIDDER



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**ATTACHMENT II
PERFORMANCE EVALUATION**



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

1.0 GENERAL

A system for evaluation of vendors / contractors and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors / Contractors / Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time

2.0 OBJECTIVE:

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors / 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 / Contractors / Consultants associated with GAIL GAS 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.

3.0 METHODOLOGY:

(i) Preparation of Performance Rating Data sheet

Performance Rating Data Sheet for each and every Vendor / Contractor or Consultant for all orders / Contracts with a value of Rs.1Lakh 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, Contractor or 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 individually and collectively. Any Party failing to secure less than the minimum score in any of the parameters shall not be considered to remain in business with GAIL GAS.

(iii) Initiation of Measures

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

(iv) Implementation of Corrective Measures:

Based on the response of Vendor/Contractor/Consultant, concerned Engineer -In Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL GAS. These recommendations would be submitted to the Competent Authority who would pass a reasoned order for putting the party on Holiday / blacklisting.



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

4.0 EXCLUSIONS:

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

- (i) Orders / Contracts below the value of Rs. 1 Lakh
- (ii) One time vendor / 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 / Contractors / Consultants in all such cases,

5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ CONTRACTORS/ CONSULTANT

5.1 FOR PROJECTS

- (i) Evaluation of performance of Vendors/ 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 excluding cases under para 4.0
- (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 / 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":
- (i) Recommend such defaulting Vendor/ Contractor / Consultant for putting on HOLIDAY for a period of 1 year.
- (ii) When his performance has affected overall completion schedule of the project, recommend such defaulting Vendor / Contractor / Consultant for putting on HOLIDAY for a period of 2/3 years,
- B. Where Performance Rating is "FAIR"



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

- (vi) Irrespective of Performance rating, where Vendor / Contractor / Consultant submit forged documents in respect of experience, turnover and any other condition forming the basis for tie pre-qualifying / eligibility criterion, such Vendor / Contractor / Consultant should be recommended for BLACKLISTING.
- (vii) On receipt of consolidated recommendations of Engineering-in-Charge of a Project, the Project Manager will constitute a Committee of Head of Projects, C&P and Finance to examine the recommendations forwarded by the Engineer-in charge.
- (viii) In case committee recommends putting a party on holiday or for blacklisting, the Project Manager will put up the recommendation on of committee to the concerned Director through Corporate C&P Deptt. along with a draft show cause notice providing a opportunity to defend his case. The draft show cause notice should be vetted by Legal Deptt.
- (ix) After obtaining approval from the concerned Director, Corporate C&P department will issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Deptt. will forward the same to Project Manager who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Deptt. for obtaining the approval of the concerned Director.
- (xi) After obtaining approval from the concerned Director, Corporate C&P Deptt. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user Deptts. such as Project Development, Business Development, E&P, HR, Finance, HSE etc. The provision of para 5.1 (xiii) will not be applicable for consultancy jobs.

5.3 FOR OPERATION & MAINTENANCE

- (i) Evaluation of performance of Vendors / Contractors/ Consultant in case of Operation and Maintenance shall be done immediately after execution of order / contract.
- (ii) After execution of order a Performance Rating Data Sheet (Format at Annexure2) shall be prepared for all Orders by Site C&P and for all Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0
- (iii) Depending upon Performance Rating, following action need to he 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



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		performance in future.
4.	Very Good	No further action.

- (iv) Reply from concerned Vendor/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"
 - (i) Recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 1 year.
 - (ii) When his performance has seriously affected the operation & maintenance of plant, recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 2/3 years.
 - (B) Where performance rating is "FAIR"
 - Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.
- (vi) Irrespective of Performance rating, where Vendor/ contractor / Consultant submit forged documents such Vendor/Contractor/Consultant should be recommended for BLACKLISTING.
- (vii) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at Site to review and examine all cases requiring putting the. Vendors / contractors / consultants on holiday for final decision.
- (viii) On receipt of recommendation of committee for putting a party on Holiday or for blacklisting, OIC will put up the recommendation of Committee to the concerned Director through Corporate C&P Deptt. along with a draft. show cause notice providing a final opportunity to party to defend his case. The show cause notice will be legally vetted.
- (Ix) After obtaining approval from the concerned Director, Corporate C&P department will Issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Dept. will forward the same to OIC who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Dept. for obtaining the approval of the concerned Director
- (xi) After obtaining approval from the concerned Director, Corporate C&P Dept. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.



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6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY/BLACKLISTED

- 6.1 After expiry of Holiday period, the vendors/contractors/consultants will have been put on Holiday due to delay in completion schedule be automatically restored to participate in business with GAIL GAS. parties who have been put on Holiday due to quality problems will be restored only after a review by the committee which had earlier recommended the party to be put on Holiday.
- 6.2 The period of Holiday will be from one year to three years depending upon the seriousness of failure. It can be three years extreme cases and may be one year or two years depending upon the nature of failure in performance.



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ANNEXURE – 1

**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/Contractor/Consultant :
- vi) Contracted delivery / Completion Schedule :
- vii) Actual Delivery / Completion Date :

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

Remarks (if any) :

PERFORMANCE RATING ():**

Note :

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

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

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

Signature of Authorized Signatory :

Name:

Designation :

1.1 INSTRUCTIONS FOR ALLOCATION OF MARKS

1.1.1 Marks are to be allocated as under :

1.1.2 Delivery/Completion Performance 40 marks

Delivery Period / Completion Schedule	1.2 Delay in Weeks	1.3 Marks
A) Up to 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0

Delivery Period / Completion Schedule	1.2 Delay in Weeks	1.3 Marks
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 MARKS

For Normal Cases : No Defects/No Deviation/No Failure 40 Marks

i)	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	Wrong quality to create 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 Contact and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

B. FOR SUPPLIES

i)	Submission of order acceptance, agreement, 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 standard like ISO	5 marks
iv)	Submission of all required documents including test certificates at the time	5 marks



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	of supply.	
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ANNEXURE – 2

PERFORMANCE RATING DATA SHEET (FOR O & M)

- (i) Location :
- (ii) Order / Contract No. & Date :
- (iii) Brief Description of items :
Work / Assignment
- (iv) Order / Contract Value :
- (v) Name of the vendor / contractor :
/ consultant
- (vi) Contracted delivery / :
Completion Schedule
- (vii) Actual delivery / :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance	Total
Maximum Marks				
Marks Allocated (*)				

Remarks (If any)



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PERFORMANCE RATING (**)

Note: (*) Allocation of Marks to be as per enclosed instructions

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

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

Instruction for allocation of marks (O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE

40 Marks

	<u>Delivery Period / Completion Schedule</u>	<u>Delay in Weeks</u>	<u>Marks</u>
A)	Up to 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 12 weeks	20
		Delay upto 16 weeks	15
		More than 16 weeks	0
B)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 16 weeks	20
		Delay upto 20 weeks	15
		Delay upto 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 Deviation > 2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A. FOR WORKS / CONTRACTS

i	Submission of order acceptance agreement, PBG, Drawing 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 requirement 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 agreement, PBG, Drawing and Other documents with in time.	5 Marks
ii	Attending complaints and requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
iii	Response to various correspondence and conformance to standards like ISO	5 Marks
iv	Submission of all required documents including Test Certificates at the time of supply.	4 Marks



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ATTACHMENT III
PACKING AND MARKING & SHIPPING



**PACKING, MARKING, SHIPPING AND DOCUMENTATION
SPECIFICATIONS FOR INDIGENOUS MATERIALS (WGI/GAIL GAS/1)**

1.0 GENERAL

- 1.1 This specification forms an integral part of the relevant PURCHASE ORDER, in addition to the specifications, drawings and instructions explicitly listed in the PURCHASE ORDER.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SELLER of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 PROJECT

Name of PURCHASER, Project location and some other relevant information are as per Bid document / Annexure.

3.0 PACKING

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silica gel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.



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- b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
- c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

- 3.9 Pipes with threaded or flanged ends shall be protected with suitable caps / covers before packing.
- 3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.
- 3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 MARKING

- 4.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER
PROJECT
DESTINATION

Purchase Order No.....
 Net Wt..... Kgs Gross Wt..... Kgs.
 Dimensions.....X.....X.....CM.
 Package No. (Sl. No. of total packages).....
 Seller's Name.....

- 4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.
- 4.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 SHIPMENT

- 5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.



5.2 Despatch By Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/CONSULTANT.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to Resident Construction Manager at WGI, (respective Project Site).

5.3 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks. Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of Project Manager, WGI-New Delhi.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

SELLER should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, RCM (concerned Site) and Project Manager, , WGI-New Delhi, for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be dispatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the SELLER shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilized sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to Project Manager - WGI, New Delhi. ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the SELLER shall inform Resident Inspector and Project Manager- WGI, New Delhi immediately giving



details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to the Project Manager - WGI, New Delhi for follow-up action on movement, as may be necessary.

After despatch of the equipment from dispatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted / refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from dispatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever SELLER is instructed by PURCHASER/CONSULTANT to airfreight any material, the SELLER shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to the Resident Inspector, Project Manager - WGI New Delhi and Resident Construction Manager WGI, (respective Project Site).

5.5 Destination

The consignments should be dispatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, Project Manager-, WGI, New Delhi, Resident Construction Manager - WGI, (respective Project Site) and Purchaser.

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser at project site accompanied by the original invoices, packing lists and challans.

The SELLER shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage / demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to PURCHASER's (HO & Site), Consultants (HO & Site) etc.

6.0 TRANSIT RISK INSURANCE

All equipments/ materials will be insured for transit risk by PURCHASER unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 DESPATCH THROUGH APPROVED TRANSPORTERS

All materials shall be dispatched through any bank approved transporter.



**PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS
FOR IMPORTED MATERIAL (WGI/GAIL GAS /2)
NOT APPLICABLE**

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer’s standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of ‘Detailed Packing List’ shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign ‘Documents’ applied with indelible paint.

2. MARKING

- 2.1. Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: GAIL GAS Ltd.
Project
Destination:

Purchase Order No.....
 Net Wt.Kgs.Gross Wt. Kgs
 DimensionsXXCM
 Package No. (S. No. of total packages)
 Seller’s Name

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.



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- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT

3.1. BY SEA

FOR FOB CONTRACTS

Shipping arrangements will be made by the Shipping Co-ordination Officer, Chartering Division, Ministry of Surface Transport, New Delhi through their forwarding Agents/Nominees as indicated to whom adequate notice of not less than six weeks about the readiness of the cargo for shipment, should be given by the Seller for finalizing the shipping arrangements.

i) For Consignment from UK/Continent Ports:

M/s Panalpina World Transport
Panalpina Welttransport GmbH,
Spalding str-64, D20097
Hamburg, Germany

PH: + 4640 – 23771 - 133
FAX: + 4640 – 23771-342 or 341

ii) For consignment from USA, Atlantic, Gulf & West Ports: PH: + 1 201 998 7771

M/s. OPT OVERSEAS PROJECT TRANSPORT INC. FAX: +1 201 998 7833
46, SELLERS STREET, KEARNY
NEW JERSEY 07032, USA

iii) For Consignment from Japanese Ports:

The Embassy of India, Tokyo, Japan

PH: + 81 3 3262 2391

FAX: + 81 3 3234 4866

iv) Black Sea Ports of Bulgaria & Romania:

The Secretary, Indo-Soviet Shipping Service
C/o The Shipping Corporation of India Limited
'Shipping House' 245, Madam Cama Road
MUMBAI – 400 021.

CABLE: SHIPINDIA, MUMBAI
FOR SOVINSHIP

PH: +912222026666/ 22026785

v) Polish Ports:

The Secretary, Indo-Polish Shipping Service
C/o Shipping Corporation of India Limited
'Shipping House' 245, Madam Cama Road
MUMBAI – 400 021.

CABLE: SHIPINDIA, MUMBAI
FOR INDOPOL

vi) For Consignment from other Areas:

The Shipping Corporation of India Limited
'Shipping House', 245, Madam Cama Road
MUMBAI – 400 021.

CABLE: SHIPINDIA, MUMBAI

3.2. **FOR CFR/CIF CONTRACTS**



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The seller shall arrange shipment of stores by vessels belonging to the members of the Conference Lines. If seller finds that space on the Conference Line Vessels is, not available in any specific shipment, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, 1, Sansad Marg, New Delhi – 110 001 (India) (CABLE: TRANSSHART: NEW DELHI; FAX NO. +91-11-23718614/23352726) and also to the Project Division, TE at the address given below.

3.3. Project Manager,
GAIL GAS Project
WGI
18, Incube Business Centre
Neheru Place
New Delhi - - 10019
INDIA
Tel.: +91-11- 4160-8962
Fax: +91-11-4654-2419

3.4. All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

3.5. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched through Air India. If there is no connection available, Project Division of TE should be informed at address given at clause 3.3 above.

3.6. In the event of non existence of Conference Line at the time of delivery, the shipment through alternate shipping company shall be considered by GAIL GAS.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Pro forma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Project Division of TE at address given at Clause 3.3 above in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight



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One set each of the above documents is to be sent by first class courier to Project Manager of Consultant at the address given at clause 3.3 above and to Engineer-in- Charge (Respective Project Sites) and Purchaser.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

4.4. BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate WGI at its address given at clause 3.3 above.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Cable/ Fax to Project Division of Consultant at clause 3.3 above under a copy each to Engineer-in-Charge at respective project sites and Purchaser at the address given below in clause 6.0, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Cable/Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. ADDRESSES

6.1 The Chief Operating officer
GAIL Gas Limited ,
2nd Floor,HHECIL Bldg ,
A-2 , Sector -2,
Noida-201301

6.2 Sr Mgr(F&A)
GAIL Gas Limited ,
2nd Floor,HHECIL Bldg ,
A-2 , Sector -2,
Noida-201301

6.3 Dy Gen Mgr(C&P)
GAIL Gas Limited ,
2nd Floor,HHECIL Bldg ,
A-2 , Sector -2,
Noida-201301



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7. SHORT SHIPMENTS

- 7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser/ Consultant. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.



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SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board or veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.



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**ATTACHMENT IV
INTEGRITY PACT**



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INTEGRITY PACT

INTRODUCTION:

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

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

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



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ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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



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INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Dr. A.K. Kundra,
- ii) Shri S.C. Tripathi
- iii) Shri U. Sundarajan

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



ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper and applicable to all tenders of the value of Rs. one Crore and above)
Between GAIL GAS Limited, a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

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

PREAMBLE

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

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

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

Section 1 - Commitments of the Principal

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

i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share 'the same information to all Bidders and will not provide to any Bidder confidential/additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to



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obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertake not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

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

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

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL GAS future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked – by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 - Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.



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2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

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

Section 5 - Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 -Independent External Monitor / Monitors

(Three in number depending on the size of the contract)
(To be decided by the Chairperson of the Principal)

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

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.

The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.



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4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors - shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL GAS. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 - Pact Duration

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

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

Section 10 - Miscellaneous Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side Agreements have not been made.



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3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)

(Name & Designation)

For the Principal

For the Bidder/Contractor

Place: _____

Witness 1: _____

Date: _____

Witness 2: _____