



गेल (इंडिया) लिमिटेड
GAIL (India) Ltd.
(A Government of India Undertaking)
(A Navaratna Company)

पोस्ट: गेल कॉम्प्लेक्स, विजयपुर
जिला गुना (म.प्र) 473 112
P.O. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA (M.P) 473 112
दूरभाष/Phone: (07544) 274444
फैक्स/Fax: (07544) 274600

TIN : 23265002549
ECC NO : AAACG1209JXM004

REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No.
:GAIL/VL/09/I020/3200054965/MECH-LPG
Date:21.07.2009
RFQ Due on : 18.08.2009 at 14:00 Hrs IST
Tender Opening Date : 18.08.2009 at 15:00 Hrs IST

Dear Sir(s)/Madam,

GAIL (India) Ltd. invites you to submit your offer in sealed envelope, superscribing RFQ No. & Due date for the following item(s) in complete accordance with enquiry documents/attachments:

Sl. No	MatCode	UOM	QTY	Unit Price
	Description			(in figures & words)

Group : 1

TURBINE, GAS

MAKE: BHEL

MODEL: MS3002

TURBINE TYPE: FRAME 3

RATING: 6631KW

GOVERNOR TYPE:

SPEED: 7100 RPM

STANDARD:

SUPPLEMENTARY REQUIREMENTS:

SERVICE: NATURAL GAS

ADDITIONAL REQUIREMENTS:

1	1155135601	EACH	1	
PORT OIL MIST ELEM ASSE,500 SCFM,OE-158B				
PORTABLE OIL MIST ELEM INATOR ASSEMBLY #				
MOUNTED ON TROLLY #				
FLOW RATE: 500 SCFM#				
MODEL: OE-158B-500#				
MOC: CS#				
PORTABLE OIL MIST ELEM INATOR TROLLEY MOUNTED,				
MODEL OE158B-500 SPECIAL, MAKE: DOLLINGER (OR) EQUIVELENT				
ALONG WITH 6" S.S.WIRE BRAIDED HOSE, 3 METERS LONG, BOTH SIDE FLANGE				
CONNECTION SUITABLE FOR ABOVE OIL MIST ELEM INATOR.				
AS PER DETAILED SPECIFICATION & DRAWING GIVEN IN TENDER DOCUMENT.				

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/09/I020/3200054965/MECH-LPG
Date: 21.07.2009

EMD Details : SHALL BE AS PER SL.NO 1(II) OF SECTION - I INVITATION FOR BID OF TENDER DOOCUMENT.

Instruction to Bidders : ENCLOSED AS SECTION-II

Price Basis : PRICES SHOULD BE FILLED STRICTLY IN FORMAT (PRICE SCHEDULE) GIVEN IN SECTION VI OF TENDER DOCUMENT. PRICES IN ANY OTHER FORMAT SHALL NOT ACCEPTABLE.

Delivery/Completion Schedule : SHALL BE AS PER SL. NO. 1(I) OF SECTION-I INVIATION FOR BID OF TENDER DOCUMENT

General Conditions of Contract : ENCLOSED AS SECTION III.

Special Conditions of Contract : ENCLOSED AS SECTION IV.

Enclosures : A) SECTION I : INVITATION FOR BIDS (IFB)
B) SECTION II : INSTRUCTIONS TO BIDDER (ITB)
C) FORMS AND FORMATS
D) SECTION III :GENERAL CONDITIONS OF CONTRACT - GOODS (GCC-GOODS)
E) SECTION IV : SPECIAL CONDITIONS OF CONTRACT
F) SECTION V : TECHNICAL SPECIFICATIONS & DRAWING
G) SECTION VI : PRICE SCHEDULE

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/09/I020/3200054965/MECH-LPG
Date: 21.07.2009

Important :

1. Percentage of Taxes, Duties, P&F, Freight charges etc. of quoted basic price should be clearly mentioned in the quotation.
2. Please go through the General Purchase Conditions (GPC) enclosed as Annexure. Deviations to GPC shall liable for rejection of your offer.
3. Please submit Catalogue/Specification Details, Test Certificates/Traceability Certificate for accuracy along with your quotation.

Yours truly,
For and on behalf of
GAIL (India) Ltd.

(Authorized signatory)



गेल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

GAIL (India) Limited

(A Government of India Undertaking)
(A Navaratna Company)
P.O. GAIL COMPLEX
VIJAIPUR - 473 112
DISTT: GUNA (MP)
(INDIA)



TENDER NO: GAIL/VL/09/I020/MECH

TENDER DOCUMENT

FOR

"SUPPLY OF PORTABLE OIL MIST
ELIMINATOR FOR FRAME-1 & FRAME-3 GT AT
GAIL (INDIA) LTD., VIJAIPUR"



SECTION - I

INVITATION

FOR

BIDS



SECTION I Invitation for Bids

SUB: TENDER NO. GAIL/VL/09/I020/MECH FOR SUPPLY OF PORTABLE OIL MIST ELIMINATOR FOR FRAME-1 & FRAME-3 GT AT GAIL, VIJAIPUR

1.0 GAIL (India) Limited invites sealed bids from eligible bidders for subject items.

I. DELIVERY PERIOD : Within 04 months from the date of Fax of Intent (FOI) on FOB basis (for foreign bidders) and on FOT dispatch point basis (for domestic bidders).

II. EARNEST MONEY : Rs. 17,500.00 For Indian Bidders
USD 365.00 For Foreign Bidders

III. DATE AND TIME OF PRE-TENDERING/ BID CONFERENCE : 03.08.2009 at 1500 hrs.
VENUE : GAIL (India) Limited
PO. GAIL Complex, Vijaipur
Distt. Guna, M.P. (India)
Pin : 473112
Phone: 91 7544 274444
Fax : 91 7544 274600

2.0 Bid Document is non-transferable. Bids received from bidders in whose name bid document has been issued shall only be considered. In addition, the bid from prospective bidders who download the tender document from GAIL website shall also be considered acceptable

3.0 Bids complete in all respect should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

4.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

5.0 The bid should be prepared by the "Sole Bidder" and should be sent to GAIL directly. GAIL reserves the right to reject offers made by intermediaries/ representatives.

6.0 Bidder shall ensure that Bid Security having a validity of 6 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Any offer, unaccompanied with Bid Security (Part-C) will not be opened.



- 7.0 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 8.0 GAIL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

THIS IS NOT AN ORDER

Yours faithfully,
for and on behalf of GAIL (India) Limited

(PS Nabiyal)
Manager (C&P)
Email : psnabiyal@gail.co.in
Phone: 91 7544 274444 Extn. 2504
Fax : 91 7544 274600



IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. GAIL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BIDDER'S ELIGIBILITY AND REJECTION CRITERIA", GAIL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT DEVIATIONS OR RESERVATIONS/EXCEPTIONS. GAIL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), (TQ/CQ) IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'GAIL (INDIA) LIMITED'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING, AND NO CHANGE IN THE 'PRICE' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED.

BIDDERS ARE REQUESTED TO NOT TO TAKE ANY DEVIATION/ EXCEPTION TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.



BIDDER'S ELIGIBILITY CRITERIA [BEC]

- [A] BIDDER SHOULD EITHER BE A "MANUFACTURER" OR AN "AUTHORIZED DISTRIBUTOR / DEALER [OF MANUFACTURER]" OF OIL MIST ELIMINATOR AS MENTIONED THE "RFQ". IN SUPPORT OF SAME, "MANUFACTURER" MUST SUBMIT A COPY OF VALID 'EXCISE-REGISTRATION / ISO-CERTIFICATE / NSIC CERTIFICATE' OR ANY OTHER VALID LEGAL DOCUMENT, AND "AUTHORISED DISTRIBUTORS / DEALERS" MUST SUBMIT A COPY OF 'VALID AUTHORIZED DISTRIBUTORSHIP / DEALERSHIP CERTIFICATE (FROM THE MANUFACTURER)' ALONGWITH THE OFFER TO SUBSTANTIATE COMPLIANCE OF ABOVE "BEC", FAILING WHICH THE OFFER SHALL BE REJECTED.
- [B] BIDDER SHOULD HAVE SUPPLIED SIMILAR CAPACITY OF MINIMUM ONE NO. OF 'OIL MIST ELIMINATOR' AS SPECIFIED IN THE RFQ IN ANY OF THE PRECEDING SEVEN YEARS TO BE RECKONED FROM BID DUE DATE.

COPY OF PURCHASE ORDER SHOULD BE SUBMITTED ALONG WITH THE OFFER TO SUBSTANTIATE COMPLIANCE OF ABOVE BEC, FAILING WHICH OFFER SHALL BE REJECTED".

NOTE TO "BIDDER'S ELIGIBILITY CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.



CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

TENDER NO. : GAIL/VL/09/I020/MECH
FOR SUPPLY OF PORTABLE OIL
MIST ELIMINATOR FOR FRAME-1
& FRAME-3 GT AT GAIL, VIJAIPUR

BID SUBMISSION DUE DATE & TIME : 18.08.2009 at 14:00 Hrs

TO

CHIEF MANAGER [C & P]
GAIL (INDIA) LIMITED
P.O. GAIL COMPLEX,
VIJAIPUR, DISTT. GUNA,
MP - 473 112
INDIA
Phone: +91-7544-274444
Fax: +91-7544-274600

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
"UN-PRICED OFFER", "PRICED OFFER" & "EMD/BID SECURITY"



PART - I: "UN-PRICED OFFER" OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

TENDER NO. : GAIL/VL/09/I020/MECH
FOR SUPPLY OF PORTABLE OIL
MIST ELIMINATOR FOR FRAME-1
& FRAME-3 GT AT GAIL, VIJAIPUR

BID SUBMISSION DUE DATE & TIME : 18.08.2009 at 14:00 Hrs

TO

CHIEF MANAGER [C & P]
GAIL (INDIA) LIMITED
P.O. GAIL COMPLEX,
VIJAIPUR, DISTT. GUNA,
MP - 473 112
INDIA
Phone: +91-7544-274444
Fax: +91-7544-274600

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
"UN-PRICED OFFER"



PART - II: "PRICED OFFER" OF TENDER

--- NOT TO OPEN WITH "UN-PRICED OFFER" ---

DO NOT OPEN – THIS IS A QUOTATION

TENDER NO. : GAIL/VL/09/I020/MECH
FOR SUPPLY OF PORTABLE OIL
MIST ELIMINATOR FOR FRAME-1
& FRAME-3 GT AT GAIL, VIJAIPUR

BID SUBMISSION DUE DATE & TIME : 18.08.2009 at 14:00 Hrs

TO

CHIEF MANAGER [C & P]
GAIL (INDIA) LIMITED
P.O. GAIL COMPLEX,
VIJAIPUR, DISTT. GUNA,
MP - 473 112
INDIA
Phone: +91-7544-274444
Fax: +91-7544-274600

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
"PRICED OFFER"



PART - III: "EMD/BID SECURITY" OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

TENDER NO. : GAIL/VL/09/I020/MECH
FOR SUPPLY OF PORTABLE OIL
MIST ELIMINATOR FOR FRAME-1
& FRAME-3 GT AT GAIL, VIJAIPUR

BID SUBMISSION DUE DATE & TIME : 18.08.2009 at 14:00 Hrs

TO

CHIEF MANAGER [C & P]
GAIL (INDIA) LIMITED
P.O. GAIL COMPLEX,
VIJAIPUR, DISTT. GUNA,
MP - 473 112
INDIA
Phone: +91-7544-274444
Fax: +91-7544-274600

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
"EMD / BID SECURITY"



SECTION - II

INSTRUCTIONS

TO

BIDDERS



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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope of Bid
 - 1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter "the Purchaser" wishes to receive bids for the supply of goods as described in Section-V, Technical Specifications.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in tender document.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidders
 - 2.1 This Invitation for Bids is open to bidders whom this tender is issued.
 - 2.2 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.3 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
 - 2.4 The bidder is not put on holiday by GAIL
3. One Bid Per Bidder
 - 3.1 A bidder can 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.
4. Cost of Bidding
 - 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (GAIL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

5. Content of Bidding Documents
 - 5.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause
Section-I : Invitation for bids (IFB)
Section-II : Instructions to Bidders (ITB) & Format



Section-III	: General Conditions of Contract (GCC-Goods)
Section-IV	: Special Conditions of Contract (SCC)
Section- V	: Technical Specifications
Section-VI	: Price Schedule

- 5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1 A prospective bidder requiring any clarification of the Bidding Documents may notify GAIL in writing or by fax or e-mail at GAIL's mailing address indicated in the Invitation for Bids. GAIL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by GAIL. Written copies of GAIL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-5.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 7.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

8 Language of Bid

- 8.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 8.2 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.



9 Documents Comprising The Bids

9.1 The bid prepared by the bidder shall comprise the following components:

9.1.1 Envelope -I: Super scribing Techno-Commercial Un-priced Bid (PART-I)

Part-I: Techno-commercial /Un-priced Bid (to be furnished in original and one copy) and shall contain the following:

- i) Bidder's general details/information as per format F-1
- ii) A Bid Form as per format F-2
- iii) A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out (similar to the Priced Bid kept in Envelope no. II).
- iv) Copy of Bid security in accordance with Clause II of IFB & Clause 15 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft in favour of "GAIL (India) Limited" payable at State Bank of India, Vijaipur, Dist.Guna (M.P) (Branch Code : 6635) / Bank Guarantee as per format F-3 / Letter of Credit as per format F-3A.
- v) Documentary Evidence to substantiate Bidder Eligibility Criteria (BEC) given in Section I of tender document.
- vi) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-4
- vii) Confirmation of no deviation as per Format F-5
- viii) Certificate as per Format F-6
- ix) Any other information/details required as per bid document.
- x) Details of Agent/ Consultant/ Representative/ Associates as per F-8
- xi) Other details as per F-9.
- xii) copy of purchase order, completion certificate and satisfactory performance certificate should be enclosed with the details provided in Format F-10
- xiii) Format for documentation and terms and conditions as per Format F-11.
- xiv) Indian/ Domestic bidder shall submit e-banking details and confirmation for applicability of "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') as per format F-13 and F-14 respectively.
- xv) Power of Attorney/Authority letter from competent official in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- xvi) *Bidder situated in Madhya Pradesh shall submit a tax clearance certificate in such form, to be issued by such authority, in such manner, for such period and within such time as prescribed in M.P VAT Act along with their offer failing which GAIL reserves the right not to consider such offer without any further reference.*

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

9.1.2 Envelope II : Super scribing "Price Bid- Not to Open"– PART-II,

Part-II shall contain original of Price Schedule duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price – Do Not Open" and no conditions what so ever. In case of any correction, the bidders shall put his signature and his stamp.



9.1.3 Envelope III ; Super scribing “ Bid Security”- PART-III,

Part-III shall contain original Bid security in separate sealed envelope.

10. Bid Form & Price Schedule

10.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section VI of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

11. Bid Prices

11.1 Indian Bidders shall indicate the following separately (as per Price Schedule)

- 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 & Sales Tax (rates) which 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 & Sales Tax on finished goods covered under Cl. 11.1(B) within the contractual delivery period shall be to GAIL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to GAIL. Further, any statutory variation in the rate of customs duty (except CVD) within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 11.2 (C) shall also be to GAIL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to GAIL.
- E) Bought out items: In case of bought out items, the supplier will ensure that his supplier(s) will raise the Excise Invoice in the name of GAIL (India) Ltd as Consignee and the supplier will be the Consignor on account of the supplier.

NOTE: (i) *Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. However, same shall be paid as per actual on submission of documentary proof.*

(ii) *Transit Insurance shall be arranged by Purchaser.*

(iii) *GAIL shall issue form C/ Concessional Form.*

(iv) *In case of Excise Duty is applicable, Bidder must submit Excise Invoice/Gate Pass for availing Cenvet benefit by GAIL (including brought out items as detailed at sl. no. E above).*

11.2 Foreign Bidders shall submit prices separately for the following (as per Price Schedule)

- A) FOB port/airport of shipment inclusive of all taxes, duties and storage charges upto FOB port of Shipment basis.



- B) C&F port/airport of discharge (Mumbai, INDIA).
C) CIF Port/airport of discharge (Mumbai, INDIA).
- 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 11.1(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 11.5 The delivery terms shall be interpreted as per INCOTERMS 2000.
- 11.6 Quoted prices for 2 year O&M spares shall not be considered for evaluation of offer. However GAIL may choose 2 year O&M spares to be supplied along with main equipment.
- 12 Bid Currencies
- 12.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.
- 12.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.
- 12.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 12.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 12.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.
- 13 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
- 13.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 13.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:
a) detailed description of the essential technical and performance characteristics of the goods;
b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.
- 13.3 For purpose of the commentary to be furnished under Clause-13.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.



14 Period of Validity of Bids

- 14.1 The bid shall remain valid for acceptance for four (4) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ e-mail). A bidder may refuse the request without forfeiture of his 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 15.0 in all respects.

15 Bid Security/ EMD/ Bid Bond

- 15.1 Pursuant to ITB Clause-9, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids valid for six months from the due date of tender.
- 15.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-15.7
- 15.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of GAIL (India) Limited, payable at State Bank of India, Vijaipur, Branch Code 6635 (issued by Indian Nationalised / Scheduled bank or first class International bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document. GAIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
- In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee/Letter of Credit from banks other than the Nationalised Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee / Letter of Credit itself or separately on its letterhead.
- The Bid Security shall be valid for six months beyond the bid due date as specified in Clause 14.0 of ITB.
- 15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 may be rejected by the PURCHASER as non-responsive.
- 15.5 Unsuccessful bidder's bid security will be discharged/returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-14.
- 15.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-37 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-38.
- 15.7 The bid security may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.
 - in the case of a successful bidder, if the bidder fails:
 - to accept the Purchase Order in accordance with ITB Clause-37 or
 - to furnish Performance Guarantee in accordance with ITB Clause-38
 - to accept correction of errors pursuant to ITB Clause-28.0



- c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 15.8 Bid Security should be in favour of GAIL (India) Limited and addressed to GAIL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee or Letter of Credit shall be in the form provided in the Bidding Document.
- 15.9 For Domestic Bidders : Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items upto the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.
- 16 Format and Signing of Bid
- 16.1 The bidder shall prepare one original of the document comprising the bid as per clause 9.0 of ITB marked "original". In addition, the bidder shall submit one copy of the bid clearly marked "copy". In the event of any discrepancy between the original and the copies, the original will govern.
- 16.2 The original and copy of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 16.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 17 Zero Deviation:
- 17.1 Bidders to note that this is a zero deviation tender. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bids with any deviation to the bid conditions shall be liable for rejection. If it is unavoidable, technical and commercial clarifications will be sought only once.
- 17.2 REJECTION CRITERIA:
- DEVIATION TO THE FOLLOWING CLAUSES OF RFQ SHALL LEAD TO REJECTION OF BID:
- (I) FIRM PRICE
 - (II) EMD/ BID BOND
 - (III) SCOPE OF WORK/ SPECIFICATIONS
 - (IV) PRICE SCHEDULE/ PRICE BASIS
 - (V) DELIVERY/ COMPLETION SCHEDULE
 - (VI) PERIOD OF VALIDITY OF BID.
 - (VII) PRICE REDUCTION SCHEDULE
 - (VIII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT
 - (IX) GUARANTEE
 - (X) ARBITRATION/ JURISDICTION OF COURT
 - (XI) FORCE MAJEURE
 - (XII) DOCUMENTARY EVIDENCE TO SUBSTANTIATE BIDDER'S ELIGIBILITY CRITERIA



BIDDER IS REQUESTED TO FILL FORMAT F-11 AND SUBMIT ALONG WITH OFFER.

FURTHER, IT IS ONCE AGAIN REMINDED NOT TO NOT MENTION ANY CONDITION IN OFFER WHICH IS CONTRADICTORY TO TERMS AND CONDITIONS OF TENDER DOCUMENT.

18 E-Payment

- 18.1 GAIL (India) Limited has initiated payments to domestic suppliers electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or State Bank of India or ICICI Bank so that the payment through e-banking be made to the bidder, in case order is placed on him. Further, the bidder should give their account number and other details in any one of the above banks to facilitate payment through e-banking.

19 Agent/ consultant/ Representative/ Retainer/ Associate

- 19.1 GAIL would prefer to deal directly with the manufacturers/ principals abroad 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. Such remuneration/commission will be paid by GAIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GAIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The 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.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.



(v) All services to be rendered by the Agent/ Consultant/ Representative / Retainer/Associate.
Note : Tenders which do not comply with the above stipulations are liable to be ignored.

- 19.3 Overseas bidder should send their bids directly and not through Agent/ Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase 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 purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GAIL in advanced for scrutiny and acceptance or otherwise.
- 19.4 Quoted IAC should be inclusive of all taxes and duties including service tax, if applicable. Service Tax registration no. must be indicated of Invoice toward IAC.
Further, GAIL shall deduct TDS, if applicable and issue a certificate in this regard.

D. SUBMISSION OF BIDS

- 20 Sealing And Marking of Bids
- 20.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:
Part I - Techno-commercial/ unpriced Bid
Part II - Priced Bid
Part III – Original Bid Security
- 20.2 Techno Commercial Un-priced Bid : (Part I) Original Bid of Techno-commercial Un-priced Bid shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for ----- Procurement" "Original". Copy of Techno-Commercial unpriced Bid shall be sealed in separate envelopes super scribing "Techno-Commercial un Priced Bid for ----- Procurement" "Copy". Both the two envelopes (1 original + 1 copy) shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for ----- Procurement containing One Original + one copy".
- 20.3 Price Bid : (Part II) Original Price Bid shall be sealed in separate envelopes super scribing "Price Bid for ----- Procurement" "Original".
- 20.4 Bid Security : (Part-III) Original and one copy shall be sealed in separate envelopes clearly super scribing "Bid Security for -----Procurement" "Original" or "Copy" as the case may be. These envelopes shall be further sealed as detailed hereunder.
- 20.5 All three envelopes containing Techno-Commercial un-priced Bids, Price Bids and Bid security shall further be sealed in one outer envelope super scribing "Bid for -----Procurement", Bidding Document Number and shall be addressed to Dy. General Manager (C&P) at address mentioned below.
- 20.6 Bids must be received at the following Address:
Chief Manager (C&P)
GAIL (India) Limited
PO. GAIL Complex, Vijaipur
Distt. Guna, M.P. (India)
Pin : 473112
Phone: 91 7544 274444 Extn. 2506



Fax : 91 7544 273141
Alternate Fax no. 91 11-26185941/ 2436

- 20.7 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- 20.8 If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to withstand the weight and enroute handling by Postal department/ Courier Services.
- 21 Deadline for Submission of Bid
- 21.1 Bids must be received by the Purchaser at the address specified in Clause 20.6 above not later than the date and time specified in the IFB.
- 21.2 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for the submission of bids in which case all rights and obligations of the PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.
- 21.3 In case of any problem in delivering/ dropping the tenders in tender box (placed at reception of Administrative Building, GAIL Vijaipur), please contact following officers:
(i) Shri Henry Isaac , Officer (C&P): Tel 07544 274444 Extn. 2504
(ii) Shri Munendra Pratap, Officer: Tel 07544 274444 Extn. 2506
- 22 Late Bids
- 22.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and EMD/Bid Bond shall be returned after finalization of tender.
- 23 Modification and Withdrawal of Bids
- 23.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission provided that the written notice of the modification, including substitution or withdrawal of the bid is received by the PURCHASER prior to the deadline prescribed for submission of bids.
- 23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITB Clause-20, with the outer envelopes additionally marked "modification" or "withdrawal" as appropriate. A withdrawal notice may also be sent by fax/post, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- 23.3 No bid shall be modified after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.



E. OPENING AND EVALUATION OF BIDS

- 24 Bid Opening
- 24.1 The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 23.0 of ITB), at date, time as stipulated in IFB.
- 24.2 Envelopes marked "withdrawal" shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21.0 of ITB shall not be opened. Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate details.
- 24.3 The bidder's names, bid modifications and withdrawals, the presence (or absence) and amount of bid security and any other such details as the Purchaser may consider appropriate will be announced by the Purchaser.
- 25 Process to be Confidential
- 25.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 26 Contacting the Purchaser
- 26.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.
- 26.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 27 Preliminary Examination of Bids
- 27.1 Techno-Commercial Bid Evaluation
- 27.1.1 The PURCHASER 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.
- 27.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.
- 27.1.3 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.
- 27.1.4 The Purchaser'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 non responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 27.1.5 The Purchaser 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 Purchaser 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, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

28 Arithmetic Corrections

28.1 The bids will be checked for any arithmetical errors as follows :

28.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

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

29 Conversion To Single Currency

29.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the day prior to price bid opening.

30 Evaluation And Comparison of Bids

30.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 27.

30.2 Bid Evaluation and Comparison Criteria :

30.2.1 The evaluation of all the responsive bid for supplies to be arrived at the lowest evaluated offer as under :

(A) Domestic Bidders :

The evaluated price of domestic 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 components and raw materials but excluding Inland Transportation to PURCHASER'S site)
- ii) Excise duty on the finished goods.
- iii) Sales Tax on the finished goods

B) Foreign Bidders :

The evaluated price of foreign bidders shall include the following:

- i) F.O.B. price quoted by the bidder



- ii) Ocean freight.
- iii) Marine insurance @1% of FOB price
- iv) Landing charges @1% on CIF value,
- v) Prevailing rate of Customs duty on (CIF value + Landing charges)

Evaluation will be done on overall L1 basis.

30.2.2 The evaluated price of all the domestic bidders and foreign bidders as above shall be compared together to arrive at the lowest offer as given below:

i) WHERE DOMESTIC & FOREIGN OFFER EXIST :

The comparison between foreign & indigenous offers shall be done on the basis of Ex-works (including E.D. & Sales Tax) and CIF price of foreign bidder arrived as above plus 1% landing charges and Customs Duty

ii) WHERE ONLY FOREIGN OFFER EXIST :

F.O.B./F.C.A. basis.

iii) WHERE ONLY DOMESTIC OFFER EXIST :

F.O.T site basis inclusive of all duties and taxes.

30.3 In case where shipment through Sea, Sea Freight charges shall also be obtained from "TRANSCART" (A wing under Ministry of Surface Transport, Govt. of India) by GAIL. In case where freight charges, advised by TRANSCART is lower than the freight rate quoted by lowest evaluated foreign bidder, the order shall be placed on FOB basis.

In case, TRANSCART" freight is higher than the freight quoted by lowest evaluated bidder, the order shall be initially be placed on FOB basis with a provision to convert the order on C&F basis at later stage as per Owner requirement.

30.4 Optional items, if any, of price schedule shall not be considered for evaluation. However, GAIL may choose the while placement of order of main equipment.

30.5 Bids not conforming to technical specifications/ requirements shall be rejected.

31 Purchase Preference and Price Preference: NOT APPLICABLE

F. AWARD OF CONTRACT

32 Post Qualification

32.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

32.2 The determination will take into account the bidder's financial, technical and production capabilities



- as well as such other information as the PURCHASER deems necessary and appropriate.
- 32.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- 33 Award Criteria
- 33.1 Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 34 PURCHASER's Right to Vary Quantities at Time of Award
- 34.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 35 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids
- 35.1 PURCHASER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 36 Notification of Award / Fax of Intent
- 36.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or 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.
- 36.2 Delivery shall be counted from the date of notification of award / Fax of Intent.
- 36.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-38, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-15.
- 37 Acceptance of Purchase Order
- 37.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 38 Contract cum Performance Bank Guarantee (CPBG)
- 38.1 Within 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The bank guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.
- 38.2 The performance guarantee shall be for an amount equal to 10% of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This



- Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees/ Letter of Credits from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee/Letter of Credit shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).
- 38.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 39 Income Tax Liability
- 39.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.
- 40 Corrupt or Fraudulent Practices
- 40.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
- a) 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 40.2 will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



FORMS AND FORMATS



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

F-1
BIDDER'S GENERAL INFORMATION

To
GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

1-1 Bidder Name:

1-2 Registered Address:

1-3 Operation Address
if different from above:

1-4 Name of Contact Person:

1.5 Telephone Number

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

1.6 E-mail address & Web Site

1.7 Telefax Number

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

1.7.1 ISO Certification, if any {If yes, please furnish details}

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Tender No.

Offer No. & Date:



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

F-2
BID FORM

To

GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Dear Sir,

After examining/reviewing the Bidding DocumentsGeneral and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job ofand in conformity with, the said Bid Documents, including 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 security equal to 10% (ten per cent) of the Contract Price, for the due performance within fifteen days of such award.

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

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intent of the Bid Documents shall be deemed to be mentioned in Bid 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.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No.

Offer No. & Date:



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

F-3

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID BOND
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Dear Sir(s),

TENDER NO. _____ FOR _____

WHEREAS.....(hereinafter called the Bidder has submitted his Bid no.dated.....for(hereinafter called 'the bid')

KNOW ALL MEN by these presents that WE..... are bound unto GAIL (INDIA) LTD, GAIL COMPLEX, VIJAIPUR GUNA (M.P) - 473112 (herein after called GAIL) IN THE SUM OF.....for which payment well and truly to be made to GAIL, the Bank binds itself its successor and assigns by these presents. Sealed with the Common Seal of the Bank this... day of..... 2004.

THE CONDITIONS OF THIS OBLIGATION ARE :

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form ; or
2. If the Bidder, having been notified of the acceptance of his bid by GAIL during the period of bid validity :
 - a) Fails or refuses to execute the Contract Form, if required; or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to bidder.

We undertake to pay GAIL upto the above amount upon receipt of its first written demand, without GAIL having to substantiate its demand, provided that in its demand GAIL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force upto _____ and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & Address of Witness :

Date :



INSTRUCTIONS FOR FURNISHING BID-GUARANTEE
BANK GUARANTEE

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 security should be 6 months from the bid due date.
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 Purchaser its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.



F-3A

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,

GAIL (India) Limited,
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Irrevocable and confirmed Letter of Credit No.....
Amount : Rs./US\$

Validity of this Irrevocable :(in India)
Letter of Credit (6 months beyond bid due date)

Dear Sir,

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

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

FOR.....

Authorised Signature
(Original Bank)



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

F-4
LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING BID OPENING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

No.

Date:

GAIL (India) Limited,
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

SUB: Tender no.for

Dear Sir,

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

- 1) Name & Designation _____ Signature _____
- 2) Name & Designation _____ Signature _____

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

Yours faithfully,

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

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

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



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F-5

NO DEVIATION CONFIRMATION

GAIL (India) Limited,
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Dear Sir,

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No.

Offer No. & Date:



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GAIL (India) Ltd.
(A Government of India Undertaking)

F-6
CERTIFICATE

GAIL (India) Limited,
P.O.: GAIL COMPLEX,
VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us forthe 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."

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



गेल इंडिया लिमिटेड
(भारत सरकार का उप मंत्रालय)
GAIL (India) Ltd.
(A Government of India Undertaking)

F-7

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

TO:
GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Dear Sirs,

M/s _____ have been awarded the work of _____
vide PO no. _____ dated _____ for GAIL (India) Limited, P.O.:
GAIL COMPLEX, VIJAIPUR DISTT. GUNA 473112 M.P., INDIA

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to GAIL (INDIA) LTD. we shall on demand pay without any recourse to the bidder to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) 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. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

By its Constituted Attorney

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



INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY

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 Purchaser
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.



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GAIL (India) Ltd.
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F-8

DETAILS OF INDIAN AGENT /CONSULATANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATES

To
GAIL (India) Limited,
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

1.0 Name of Indian agent/ Consultant/
Representative/ Retainer/ Associates

2.0 Address

3.0 Nature of Services to be rendered

4.0 Name of Contract Person:

5.0 Telephone Number

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

6.0 E-mail address & Web Site

7.0 Telefax Number

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

8.0 PAN NO.

9.0 AGENCY COMMISSION INCLUDED _____% (IN FIGURS)
IN QUOTED PRICES AS % OF QUOTED
FOB PRICES (PAYABLE IN EQUIVALENT _____% (IN WORDS)
INDIAN RUPEES UPON RECEIPT OF
ACCEPTANCE OF ITEMS AT SITE)

10.0 RELATIONSHIP
(WHETHER AGENT /CONSULATANT/
REPRESENTATIVE/ RETAINER/ ASSOCIATES)

11.0 ACCOUNT NO. IN ANY
SBI/HDFC/ICICI BRANCH WHICH
HAVING E-BANKING FACILITIES OF
INDIAN AGENT
(Payment towards IAC shall be released through
e-banking only)

Branch Code: _____

Account Code: _____

Note: Copy of agreement between principle and agent is to be enclosed along with the bid.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



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(A Government of India Undertaking)

F-9

GENERAL DETAILS
(FOR FOREIGN BIDDER ONLY)

To
GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

Sl. No.	DESCRIPTION	DETAILS
1.0	PORT/ AIRPORT OF EXPORT IN BIDDER'S COUNTRY	
2.0	CURRENCY OF BID	
3.0	BANKER NAME AND DETAIL ADDRESS ALONG WITH SWIFT CODE, ACCOUNT NO. ETC. (ANY INTERNATIONAL BANK OF REPUTE)	
4.0	COUNTRY OF ORIGIN	
5.0	NATURE OF LETTER OF CREDIT: (IN CASE CONFIRMED LETTER OF CREDIT IS REQUIRED, CONFIRMED CHARGES SHALL BE ON BIDDER'S ACCOUNT)	CONFIRMED/ UN-CONFIRMED
6.0	DETAILS OF BID BOND/ EMD	

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



F-9

GENERAL DETAILS

(FOR Indian Bidder)

To
GAIL (India) Limited,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA

SL. NO.	DESCRIPTION	DETAILS
1.0	RATE OF APPLICABLE EXCISE DUTY	_____ % (IN FIGURE) _____ % (IN WORDS)
2.0	RATE OF CENVAT BENEFIT THAT GAIL CAN AVAIL (EXCISE GATE PASS/ CENVATABLE INVOICE TO BE PROVIDED)	_____ % (IN FIGURE) _____ % (IN WORDS)
3.0	EXCISE TARIFF HEAD (CHAPTER ID)	
4.0	RATE OF APPLICABLE SALES TAX/ VAT (WITH FORM C/ CONCESSIONAL FORM)	_____ % (IN FIGURE) _____ % (IN WORDS)
5.0	CST NO. / TIN	
6.0	ECC NO.	
7.0	DETAILS OF BID BOND/ EMD	
8.0	BANK A/C NO. IN SBI/ HDFC/ ICICI BRANCH WHICH HAS E-BANKING FACILITY	Bank : Account no. : Branch Code: OR WE CONFIRM THAT PAYMENT SHALL BE RECEIVED THROUGH E-BANKING ONLY THROUGH SBI/HDFC/ICICI BANK IN CASE OF RECEIPT OF ORDER FROM GAIL.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



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F-10
DETAILS OF SIMILAR ORDER EXECUTED DURING PREVIOUS YEARS

Description of items	Place	Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Value of order	Contractual delivery date	Date of Actual supply	Reasons for delay in supply, if any

Note: Copies of purchase order /completion certificate for the above supply to be enclosed.

The PO earlier than seven years need not be indicated here

The list of PO, not of similar nature need not be indicated here

Failing to comply aforementioned instructions may lead to rejection of bid.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



F-11
FORMAT FOR DOCUMENTATION AND TERMS AND CONDITIONS

SL. NO.	DESCRIPTION	DETAILS/ CONFIRMATION
1.	FOLLOWING DOCUMENTS ARE SUBMITTED TO SUBSTANTIATE ABOVE BEC PROVIDED AT SECTION –I OF TENDER DOCUMENT: (i)..... (ii)..... (iii).....	
2.	CONFIRMATION TO TERMS AND CONDITIONS (I) FIRM PRICE (II) SCOPE OF WORKS/ SPECIFICATIONS (III) PRICE SCHEDULE/ PRICE BASIS (IV) DELIVERY/ COMPLETION PERIOD (V) PERIOD OF VALIDITY OF BID (VI) PRICE REDUCTION SCHEDULE (VII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT (VIII) GUARANTEE (IX) ARBITRATION/ JURISDICTION OF COURT (X) FORCE MAJEURE (XI) EMD / BID BOND	} CONFIRMED AS PER RFQ

NOTE: PLEASE SUBMIT THIS FORMAT DULY FILLED ALONG WITH YOUR OFFER.

PLACE:
DATE:

SIGNATURE OF AUTHORISED SIGNATORY
NAME:
DESIGNATION:
SEAL:



F-12 (A)

PACKING, MARKING AND SHIPPING INSTRUCTIONS
(FOR FOREIGN BIDDERS)

1.0 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 Pipes shall be packed as under:
- a) Up to 50 mm NB in Wooden cases/crates
 - b) Above 50 mm NB and up to 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.
- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
- 1.5 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.7 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.
- 1.8 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.9 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.
- 1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.11 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.
- 1.12 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 water proof 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.

2.0 MARKING

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

Purchaser: GAIL (India) Ltd., Vijaipur
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.



- 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 AND ADVANCE NOTICES

Immediately after shipment, seller shall send advance information of shipping/dispatch particulars, by way of fax message by giving following details:

- i) Vessel Name or Flight No.
- ii) Bill of lading No. or AWB No. & Date.
- iii) E.T.A. Mumbai.
- iv) Invoice Nos. & Date.
- v) Invoice Value.
- vi) No. of cases
- vii) Gross Weight
- viii) Other details if any

The above shipping details/information shall be sent to :

- a) HOD (C&P), GAIL (India) Ltd, Vijaipur, PO- GAIL Complex, District Guna - 473 112 (Madhya Pradesh), India
Phone No. 91 7544 273112 / 274217
Fax No. 91 7544 273141 or 91 11 2618 5941/2436
Fax Extn. No.: 1301#/2378#/ 5093#.
- b) HOD (C&P), GAIL (INDIA) LTD, PRIYADARSHINI BUILDING, 7TH FLOOR, B-WING, EASTERN EXPRESS HIGHWAY, SION, MUMBAI-400022, TEL.: 24045010/24045011/ 24045142/24045143, FAX.: 24045144/146
For expeditious collection and clearance of material from Customs/port authorities.
- c) Insurance Company (details will be provided in PO)

4. HOW TO ARRANGE SHIPMENT

- 4.1 Shipment by Air shall be arranged through GAIL's forwarding/consolidation agent on "FREIGHT TO PAY" basis consigned to Mumbai Office, India for Mumbai discharge.
- 4.2.1 Shipment by sea shall be arranged through GAIL's nominated forwarding agent.

Details of forwarding agents in vendors country for air or sea freighting shall be provided in purchase order.

5. PREPARATION OF SHIPPING DOCUMENTS

The Bill of lading / AWB shall indicate the following.

Shipper - Government of India (for FOB / FAS contracts)

Port Consignee - HOD (C&P), GAIL (INDIA) LTD, PRIYADARSHINI BUILDING, 7TH FLOOR, B-WING, EASTERN EXPRESS HIGHWAY, SION, MUMBAI-400022, TEL.: 24045010/24045011/ 24045142/24045143, FAX.: 24045144/146

The Bill of lading/AWB shall be made in favour of GAIL, Vijaipur or to the order and blank endorsed wherever applicable. The AWB/Bill of Lading shall also be endorsed by shipper on "FREIGHT TO PAY" basis as per ordered terms.

Conditional or qualified bill of lading/AWB shall not be accepted. All documents including Bill of lading, packing-list etc. shall be in English language only.

The Bill of lading/AWB, Invoice and packing list specifically must show, Mark & No., contents, case wise, country of



origin, consignee, Airport/Port of destination and all other particulars.

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages. The invoice must show the unit rate and net total FOB price (C&F prices in case of order on C&F basis) and should indicate, Mumbai as Port/Airport Consignee.

One set of Shipping Documents should contain minimum following documents. Any additional documents as may be mentioned in P.O. and agreed between Seller/Purchaser in some specific case shall also be made available.

- i) Bill of Lading/AWB
- ii) Invoice
- iii) Packing List
- iv) Certificate of Conformity and Manufacturer's Certificate towards Product Warranty.
- v) Copy of Fax sent to GAIL, Mumbai/Vijaipur and Insurance Company as indicated at Sl. Nos. 3 (a), 3 (b) & 3 (c).

6. DISPOSAL OF SHIPPING DOCUMENTS

6.1 SEA SHIPMENTS

The seller shall obtain/prepare the shipping documents complete in all respects including three original stamped copies of Bill of Lading immediately after making shipment and courier the same as under :

- i) Three copies of original bill of lading with one non-negotiable copy of bill of lading along with three copies each of original (a) invoice, (b) packing list, and (c) all other documents as specified in L/C shall be forwarded / negotiated through Beneficiary's Bank to L/C opening / Issuing Bank.
- ii) One set of non-negotiable shipping document as mentioned at (i) above to Port office, i.e HOD (C&P), GAIL (INDIA) LTD, PRIYADARSHINI BUILDING, 7TH FLOOR, B-WING, EASTERN EXPRESS HIGHWAY, SION, MUMBAI-400022, TEL:- 24045010/24045011/ 24045142/24045143, FAX:- 24045144/146

Purpose: To facilitate in pre-assessment of Custom Duty & other necessary formalities at Indian Port before arrival of consignment for speedy clearance of same

- iii) A set of non-negotiable shipping document as mentioned at (i) above to HOD (C&P), GAIL (India) Ltd., Vijaipur, PO- GAIL Complex, District. Guna - 473 112 (Madhya Pradesh), India Phone No. 91 7544 273112 / 274217
Fax No. 91 7544 274600 or 91 11 2618 5941/2436
Fax Extn.No.: 1235# / 15176# / 5093#.

Purpose: For advance information, scrutiny of documents (discrepancy, if any) & co-ordination.

6.2 AIR SHIPMENTS

Supplier shall obtain / prepare shipping documents complete in all respects including three original stamped copies of MAWB/HAWB/AWB immediately after making shipment and courier the same as under :-

- i) Three copies of original AWB with one copy of non-negotiable AWB along with three copies each of original (a) invoice, (b) packing list, and (c) all other documents as specified in L/C shall be forwarded / negotiated through Beneficiary's Bank to L/C opening / Issuing Bank.
- ii) One set of non-negotiable shipping documents as mentioned at (i) above to port office i.e. HOD (C&P), GAIL (INDIA) LTD, PRIYADARSHINI BUILDING, 7TH FLOOR, B-WING, EASTERN EXPRESS HIGHWAY, SION, MUMBAI-400022, TEL:- 24045010/24045011/ 24045142/24045143, FAX:- 24045144/146

Purpose: To facilitate in pre-assessment of Custom Duty & other necessary formalities at Indian Port before



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arrival of consignment for speedy clearance of same.

- iii) One set of non-negotiable shipping documents as mentioned at (i) above to HOD (C&P), GAIL (India) Ltd.,
Vijaipur, PO- GAIL Complex, District. Guna - 473 112 (Madhya Pradesh), India Phone No. 91 7544 273112
/ 274217

Fax No. 91 7544 274600 or 91 11 2618 5941/2436 Fax Extn.No.: 1235# /15176# / 5093#.

Purpose: For advance information, scrutiny of documents (discrepancy if any) & co-ordination.

7 SHORT SHIPMENTS

- 7.2 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. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.



F-12 (B)

Shipping Instruction/ Details
(For Domestic bidders)

1. MARKING INSTRUCTION

The supplier shall despatch the consignment in road transport worthy packing conforming to the prescribed standard in force. The packing should withstand journey & ensuring the safety to en-route & also arrival of material at ultimate destination in good condition.

Following marking to appear on packing on outer side.

For GAIL

Originating Destination

Final Destination

Consignee

Order No.

Item

Net Weight Gross Weight

Cases No.

(No. of total cases) Dimension

2 SHIPMENT & ADVANCE NOTICE :

2.1 Mode of transport shall be through road only.

2.2 Immediately on despatch, Seller shall send advance information of dispatch particulars, (within 24 hrs.), by way of fax message to the following, giving details of flight, LR no. its date, Invoice No., Date & value, No. of cases, gross weight, contents, etc. to General Manager (C&P), GAIL (India) Limited, P.O.GAIL Complex, Vijaipur - 473 112, Dist. Guna (M.P) Phone : 07544 74444 or 011 6178659, Fax : 91 11-26185941 or 91 11-26182436 Fax extension no. 5093 and Ultimate Consignee (address will be given in Purchase Order)

3 The supplier shall ensure that transmission of dispatch documents are arranged in accordance with the contract terms. In case of delay in clearance due to non-availability of dispatch documents the same shall be the responsibility of supplier & will be liable to bear expenses incurred on account of demurrage, wharfage etc.

4 PREPARATION OF DISPATCH DOCUMENTS

All documents including LR, packing-list, Invoice etc. shall be in English language only. The LR Invoice and packing list specifically must show, Mark & No., contents, case wise, consignee, final destination and all other particulars. The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages. The invoice must show item wise price break –up.

One set of Dispatch Documents should contain at least the following documents.

- i) LR (original)
- ii) Invoice in Triplicate
- iii) Packing List in Triplicate
- vi) Manufactures test certificates/inspection note, warranty to Quality Certificates and any other document as specified in Purchase order



F-13
FORMAT FOR "E-BANKING"

(CREATION/ADDITION)

REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/

Dated:

Sub: E-payment to 'Vendors/Contractors/Customers'

Dear Sir/Madam,

We are pleased to inform you that GAIL has adopted e-payment system for all 'Vendors/Contractors/Customers' through e-banking to avoid delay in payment, loss of instrument like DD/Cheque in transit, etc and ensure faster payment.

In view of above, you being a valuable 'Customer/Contractor/Vendor' to GAIL, are requested to open your account in any of the designated bank as given below for making payment to you through e-banking:

1. State Bank of India
2. ICICI Bank
3. HDFC Bank

To facilitate this transaction, you are requested to forward us the following two documents (format enclosed) duly filled in, stamped and signed by authorized signatory at the earliest.

1. Format -1: This format is to be filled by the Vendor/Customer/Contractor on their letter head
2. Format -2: This format is to be filled by the Banker (of Vendor/Customer/Contractor) on their letter head

On receipt of above mentioned documents, your bank account details will be 'created/added' in our e-banking system. Payment against 'existing/future' contracts/orders (if any) shall be directly made to your account with intimation to you.

Please arrange to forward your authorization in prescribed formats at the earliest.

Thanking you,



(CREATION/ADDITION)

Format-1 of F-13

[FORMAT APPLICABLE FOR 'VENDORS/CUSTOMERS/CONTRACTORS' DESIROUS OF RECEIVING PAYMENT THROUGH E-BANKING IN THEIR ACCOUNT WITH 'SBI/HDFC/ICICI BANK' DIRECTLY]

THIS FORMAT IS TO BE FILLED BY THE 'VENDOR/CUSTOMER/CONTRACTOR' ON THEIR LETTER HEAD
REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/ Dated:

To,
M/s GAIL (India) Ltd,
GAIL Complex, Vijaipur,
Distt: Guna (M.P.)- 473112

Sub: Consent for receiving payment through e-banking directly in our account maintained in 'SBI/HDFC/ICICI' Bank.

Dear Sir/Madam,

We are pleased to forward our consent to receive payment directly to our 'bank account' through e-banking. Required details are given below:

1. Vendor/Customer's name with detail address: _____

Tel no _____ Fax No. _____
Email Id: _____
2. Vendor Code: _____
(As mentioned in 'address block' of RFQ issued by GAIL)
3. Name of bank with detail address: _____

Tel no _____ Fax No. _____
Email Id: _____
4. Branch code : _____
5. Bank account no.: _____
6. Account type (Current/Saving): _____
7. MICR code: _____

Further to above, please find herewith our bank details 'duly verified'/furnished by our banker for creation/addition in your e-banking system and releasing payment directly to our bank account accordingly.

Thanking you,
(Authorized Signatory with name and seal)



(CREATION/ADDITION) Format-2 of F-13

[FORMAT APPLICABLE FOR 'VENDORS/CONTRACTORS/CUSTOMERS' DESIROUS OF RECEIVING PAYMENT THROUGH E-BANKING IN THEIR ACCOUNT WITH 'SBI/HDFC/ICICI' BANK DIRECTLY]

THIS FORMAT IS TO BE FILLED BY THE BANKER (OF VENDOR/CUSTOMER/CONTRACTOR) ON THEIR LETTER HEAD

REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/

Dated:

To,
M/s _____ [Name of Account Holder]

Dear Sir/Madam,

Sub: 'Verification/Furnishing' of Particulars of 'Account Holder'

This has reference to your request for the following 'Particulars' to be furnished/verified from this bank, wherein you have account and the same is in vogue.

1. Name of bank with detail address:

Tel no _____ Fax No. _____

Email Id: _____

2. Branch code :

3. Account type (Current/Saving):

4. Bank account no.:

5. MICR code:

(Authorized Signatory with name and seal)



'PROFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 [MSMED ACT 2006]"

REF: GAIL/VIJP/SME /TENDER NO.

You may aware that "Micro, Small and Medium Enterprises Development Act 2006" ("MSMED") has been come into force w.e.f. 2nd October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.

2. 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.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. 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.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are 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 Rs. 25 Lacs
Small	More than Rs. 25 Lacs but does not exceed Rs. 5 Crores
Medium	More than Rs. 5 Crores but does not exceed Rs. 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs. 10 Lacs
Small	More than Rs. 10 Lacs but does not exceed Rs. 2 Crores
Medium	More than Rs. 2 Crores but does not exceed Rs. 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

6. You are therefore requested to fill the "Format" [proforma attached] and submit the same along with proof of valid document/ certificate [indicating registration no.] in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



Format - (A) [PAGE-2 of FORMAT F-14]

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

1. We confirm that provisions of "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') are applicable to us and our organization falls under the definition of:

- a. Micro Enterprise - ☐
- b. Small Enterprise - ☐
- c. Medium Enterprise - ☐

(Please put a tick in the appropriate box)

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

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



SECTION – III

GENERAL

CONDITIONS OF

CONTRACT-GOOD



Section – III

General Conditions of Contract-GOODS

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1 Definitions

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

- 1.1 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.
- 1.2 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 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.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stagewise 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/ OWNER/GAIL shall mean GAIL (INDIA) LIMITED (GAIL) having its registered office at 16, BHIKAJI CAMA PLACE, R.K.PURAM, NEW DELHI-110066 (INDIA). The term PURCHASER includes successors, assigns of GAIL.
- 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, 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 part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the 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 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 fulfill his obligation under the Contract.
- 3 Application
- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 4 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 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 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 2 (two) 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 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 alongwith RFQ and CONTRACT are not sold or given but loaned. These shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. 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. 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 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 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 modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
 - All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - The CONTRACT number shall be shown on all invoices, communications, packing lists,



containers and bills of lading/LR, etc.

8 Contract Obligations

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the Contract cum performance bank 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 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 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 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 Use of Contract Documents & Information

- 10.1 The Seller shall not, without the PURCHASER'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 Patent Rights, Liability & Compliance of Regulations

- 11.1 SELLER hereby warrants that the use or sale of the materials 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 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, trade mark 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 Contract cum Performance Bank Guarantee (CPBG)
- 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.
- 12.3 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. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 13 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 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 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 warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 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 Time Schedule
- 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, 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.
- 14.2 14.3.1 PURCHASER'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 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 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 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, the PURCHASER 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 shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

- 15 Delivery & Documents
- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, 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 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/ 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. Any request concerning delay will be void unless accepted by PURCHASER 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.
- 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 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.
- Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GAIL.



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.

17. Transportation

17. Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto 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.

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 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, if asked.

19 Spare Parts and Maintenance Tools

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.

19.1.1 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

19.1.2 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
- 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.



- 19.2 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
- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 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.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 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.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 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 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) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper 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 may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER 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 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, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER 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/ 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 the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER 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 fulfillment of other obligations stipulated in the Contract.

21.5 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 alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. 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.
2. 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.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. 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.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.



7. 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 (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 alongwith invoicing itself.
8. 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.
- 25.1 Any unexcusable 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 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 1/2% (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 by 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 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 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 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 Contract
- 28.1 Termination for Default
- 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 (India) Ltd. Against any type of tender nor their offer will be considered by GAIL against any ongoing tender (s) where contract between GAIL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL (India) Ltd. to such VENDOR.
- 28.2 Termination for Insolvency
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.
- 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:
- to have any portion completed and delivered at the CONTRACT terms and prices, and /or
 - 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:
- War/hostilities
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightening or other natural physical disaster.
 - 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 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 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 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 majeure 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 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 (India) 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 centers 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/ 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 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, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 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 Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto 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 or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum 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 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
- 36.1 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.
- 36.2 Losses due to non-compliance of Instructions
Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums due
All costs, damages or expenses which the PURCHASER 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.
- 36.4 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 shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90



- 36.6 days after expiry of the performance guarantee (from the date of final extension, if any)
Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.
- 37 Import Licence
31.7 No import licence 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:
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 alongwith 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 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 upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GAIL 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 make a reference to PURCHASER or any Company affiliated with PURCHASER 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 upto 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.



SECTION – IV

SPECIAL

CONDITIONS OF

CONTRACT



Section IV

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE : SUPPLY OF PORTABLE OIL MIST ELIMINATOR FOR FRAME-1 & FRAME-3 GT AT GAIL (INDIA) LTD., VIJAIPUR

2. PAYMENT TERMS:

2.1. FOREIGN BIDDERS

100% of the total order value (less Indian Agent's Commission, if any) through Irrevocable Letter of Credit, against original shipping document opened through State Bank of India.

The letter of credit shall be opened on :

- (a) receipt of unconditional acceptance of order and
- (b) submission of 10% Contract cum Equipment Performance Bank Guarantee.

Indian Agent's commissions, if any, shall be release directly to Indian agent in non-convertible Indian Rupees after receipt and acceptance of items at site through e-banking. TDS, if any shall be deducted from the payment of IAC.

2.2 DOMESTIC BIDDERS

GAIL shall release 100% payment within 15 days after receipt and acceptance of items at site through e-banking only against submission of CPBG for 10% of order value along with dispatch document.

Bidders are therefore, requested to advise account no. in any SBI/HDFC/ICICI branch which having e-banking in their bid.

2.3 PAYING AUTHORITY:

HOD (F&A)
GAIL (INDIA) LIMITED
PO. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA, M.P. (INDIA) PIN : 473112
PHONE: 91 7544 274444 FAX : 91 7544 274600

2.4 CONSIGNEE

CHIEF MANAGER (C&P)
GAIL (INDIA) LIMITED
PO. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA, M.P. (INDIA) PIN : 473112
PHONE: 91 7544 274444 FAX : 91 7544 274600

1.0 DELIVERY SCHEDULE: AS DEFINED IN IFB

2.0 FALL CLAUSE SHALL NOT BE APPLICABLE



SECTION - V

TECHNICAL

SPECIFICATIONS



**TECHNICAL SPECIFICATION OF PORTABLE TROLLEY MOUNTED OIL MIST
ELIMINATOR**

1.0 SCOPE OF SUPPLY:

- 1.1 Portable trolley mounted oil mist eliminator, model no: OE-158B-500(Special), Make: Dollinger (or) equivalent as per attached drawing. Qty : 1 no
The trolley should be suitable for above specified oil mist eliminator and height of the trolley should be 1.50 meters.
- 1.2 6" S.S. Wire braided hose , length in 4 meters, both side end flange connections 6" # 150 suitable for above oil mist eliminator, Qty: 1 no
- 1.3 04 Sets of O & M Manuals with soft copy preferably in USB drive / portable HDD are to be submitted along with the supply.

2.0 SPECIFICATIONS:

FLOWRATE: 500 SCFM

PRESSURE DROP ACROSS ELEMENT:

CLEAN & DRY 6" W.C.

CLEAN & SATURATED 14 – 18" W.C.

CHANGEOUT DIFFERENTIAL PRESSURE 30" W.C.

SOUND PRESSURE LEVEL: MIXIMUM 84 Db @ 1m

OUTLET OIL CONTENT: LESS THAN 5 ppm (BY WEIGHT)

CARBON STEEL CONSTRUCTION

BLOWER MOTOR: 11Kw, 415V/3 PHASE/50Hz

BASEEFA CLASSIFICATION: ExN 11 T3

INSULATION CLASS: F, HEATING CLASS: B

INGRESS PROTECTION: IP55, AMBIENT TEMP. = 60°C

ANTI CONDENSATION HEATERS: 230Vac/1PH/50Hz

PAINT FINISH

INTERNAL: CLEANED & LIGHT COAT OF OIL APPLIED

EXTERNAL: 1 COAT ZINC RICH PRIMER

1 COAT HAMMERTONE BLUE ENAMEL

APPROX. Wt. = 500 kg.

BLOWER LAYOUT CHANGED FROM VERTICAL TO HORIZONTAL TO INCORPORATE DRAIN PLUG.



PLEASE REFER THE FOLLOWING ITEMS FROM THE DRAWING.

1. FILTER VESSEL WITH ELEMENT
2. SIDE CHANNEL BLOWER WITH NON-SPARKING (ALUMINIUM) HOUSING
3. VACUUM RELIEF VALVE
4. 6" BUTTERFLY DAMPER (FINE CONTROL)
5. 6" NB. ANSI 150 R.F.S.O. FLANGED INLET
6. NAMEPLATE & GAUGE BRACKET
7. DRIP LEG WITH SEAL CUP ASSEMBLY
8. 1/2" DRAIN CONNECTION
9. 1/4" GAUGE CONNECTION
10. LIFTING LUGS (5 NO.)
11. TANK GASKET, VITON, P/N: 300001361
12. SUPPORT FRAME
13. 6" NB PLAIN END OUTLET
14. MOTOR (415V / 3PH / 50HZ), IP 55 ENCLOSURE
15. 6" ISOLATION VALVE
16. 6" BUTTERFLY DAMPER (COARSE CONTROL)
17. 4" CHECK VALVE
18. MESH PAS (P/N 300001624)
19. DIFFERENTIAL PRESSURE SWITCH / BRACKET BASEEFA CLASSIFICATION EEXD IIC T6
MODEL : H3A1DCN
20. DIFFERENTIAL PRESSURE GAUGE / BRACKET
21. 1/4" DRAIN CONNECTION ON BLOWER CASING

1.0 Classification

A tank type vessel containing packed fiber elements, for removal of Oil Mist with sump arrangement for collecting the Oil with liquid sealed outlet drain, a motor driven Blower with throttling valve to maintain proper pressure in the Gas Turbine.

2.0 Applicable Standards : ANSI B31.1 for Piping.

3.0 Requirements:

3.1 Mist Eliminator

Mist particles are generated from the lube Oil in the Turbine. Gas Turbine Lube Oil System vent lines will be routed to the Mist Eliminator. Vent Fumes will pass through the Eliminator, where entrained mist particles will be removed from the air stream and drained off. Clear air will be exhausted to the atmosphere.

The Filter casing shall be Carbon Steel with welded construction. Inlet/ Outlet and drain flanges shall be 150# RF, installed with bolt holes straddling centerline. Cartridge access shall be via top. Cover shall include permanent feature to secure filters from lateral movement during shipping and handling.



Pressure drop (Casing only) shall not exceed 2 inch W.C., with 500 CFM Air at 55 Deg. Cent. Suitable lifting lugs shall be provided by providing a safety factor of 5 over and above weight of casing with wet cartridges and motor / blower installed. Cover shall be 16 gauge min. Aluminum material prohibited.

Filter Duty:

The nominal Air Flow with Oil content is 500 ACFM approx. Air stream temperature shall be 55- 85 Deg Cent. Particle size distribution is shown below-

Particle Size (Microns)	Vent Air Stream (Wt. %)
2.5 to 1.5	3% to 11 %
1.5 to 1.0	5 % to 10 %
1.0 to 0.5	9 % to 14%
0.5 to 0.25	53 %
0.25 and below	30 % to 12 %

3.2 Motor/ Blower

The exhaustor is to be an electric motor driven direct connected Centrifugal Machine capable of handling total flow @ 55 deg. Cent. The exhaustor shall be constructed to meet AMCA type C spark resistant construction.

Motor/ Blower set shall be sized to maintain 0- (-2) inch W.C. pressure in the Gas Turbine Lube Oil Tank under all possible conditions of flow, pressure and temperature.

Specified Motor shall be in conformity with exhaustor characteristics. Name-plate HP capability of the Motor shall not be exceeded at any operating condition over exhaustor range from the point of rating to shut-off when handling the specified Gas. Motor shall be suitable for NEC CI-I, Divn. -2, Gr B,C,D with IP 55 weather protection, with insulation Class F & Heating Class-B.

Blower shall have design life of 20 years with continuous operation not exceeding 15,000 hours during any one period of time. Noise level to be limited to 85 DBA at 1 M distance.

3.3 Bypass Check Valve

A bypass check valve shall be provided with Mist Eliminator. This Check Valve will be open, while blower is at rest and will be closed by the depression during the Blower operation.

3.4 Counter Weight Check Valve

A counter weight check valve, allowing some of the blower air supply to be recycled to the inlet, in order to keep the intake depression at a constant level in the Gas Turbine Tank. An alternative arrangement can also be offered by the Vendor.

3.5 System Requirement:

The Filter Element shall be constructed in such a way so as to prevent the migration of fibers into the lubricating fluid. The collection tanks shall be sealed to prevent leakage of vent effluent which is under a maximum pressure of 6 inch WC. The tanks shall be of weather proof construction.



Requirements:

Under all the condition, the capacity of the emission from the Mist Eliminator shall not be 20% (Ringelmann No.1) or higher for more than 3 minutes out of a consecutive sixty.
The Hydrocarbon level shall be 0.1 mg/ ACFM (max.).

4.0 Quality Assurance Provisions:

The supplier is responsible for the performance of all test and inspection requirements. All tests and inspections shall be conducted in a manner to permit the recording of pertinent data in reliable and accurate values. All test and inspection reports including explosive proof certification shall be supplied.

The complete unit shall be given suitable protective painting, after cleaning & application of 2 coats of primer.

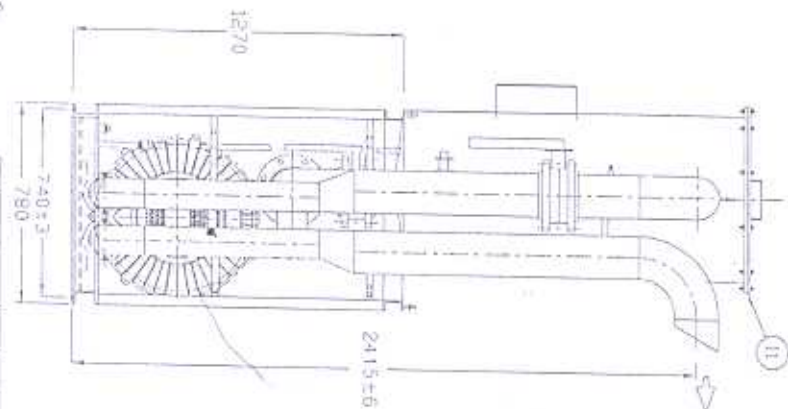
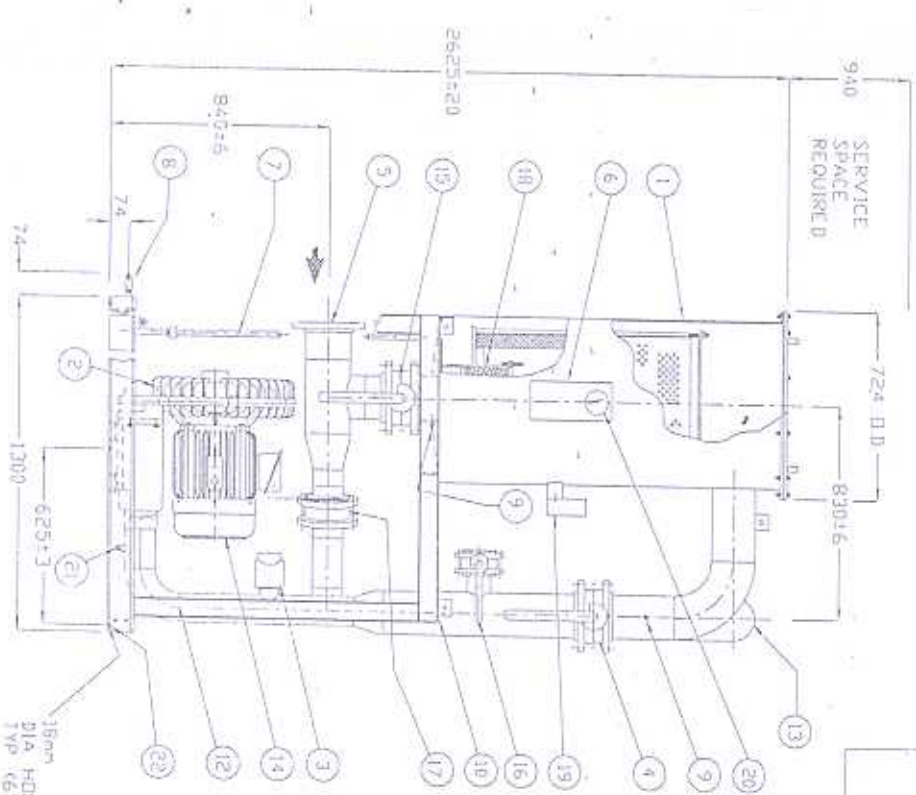
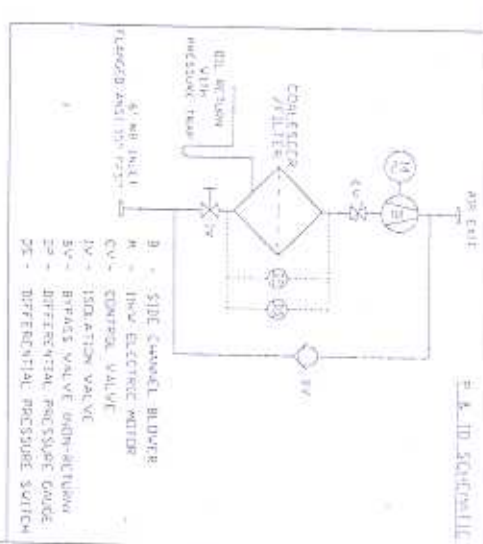
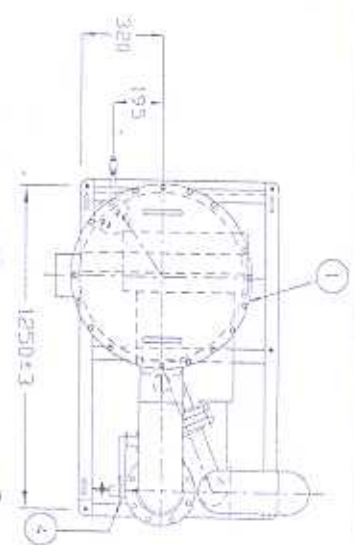
5.0 Packaging and Marking:

Packaging shall be done as per good commercial practices. All shipping containers shall be marked with Order No and Material Code.

6.0 Documentation:

System Schematic, Outline drawing, Fan Motor Datasheet and Mist Eliminator Datasheet in the attached format at Annex.1, adding any additional required details, are to be submitted along with the offer.

6.1. 04 Sets of O & M Manuals are to be submitted along with the supply.



SPECIFICATIONS

- 1 - FILTER VESSEL WITH ELEMENT
- 2 - SIDE CHANNEL BLOWER WITH NON-SPARKING (ALUMINUM) HOUSING - VACUUM RELIEF VALVE
- 3 - BUTTERFLY DAMPER (FINE CONTROL)
- 4 - 6" NB ANSI 150 P.F.S.O. FLANGED INLET
- 5 - WAREHOUSE & GAUGE BRACKET
- 6 - OIL LEG WITH SEAL RING ASSEMBLY
- 7 - 1/2" OILY CONNECTION
- 8 - 1/4" GAUGE CONNECTION
- 9 - LIFTING LUGS (2 Nos.)
- 10 - TANK GASKET, W/10A, P/N 100001351
- 11 - SUPPORT FRAME
- 12 - 6" NB MAIN END OUTLET
- 13 - MOTOR (415V/3ph/50Hz) IP 55 ENCLOSURE
- 14 - 6" ISOLATION VALVE
- 15 - 3" BUTTERFLY DAMPER (Coarse Control)
- 16 - 4" CHECK VALVE
- 17 - MESH PAD (P/N 300001524)
- 18 - DIFFERENTIAL PRESSURE SWITCH / BRACKET
- 19 - BASEFLTA CLASSIFICATION EC40 W.T. MODEL
- 20 - DIFFERENTIAL PRESSURE GAUGE / BRACKET
- 21 - 1/4" DRINK CONNECTION ON BLOWER CASING
- 22 - 6" NB FOUNDATION BOLTS, W/16 x 250mm LONG C/W NUTS & WASHERS

FLUORATE: 500 SCFM
PRESSURE: DROP ACROSS ELEMENT:
 CLEAN & DRY 5" W.C.
 CHARGED & SATURATED 14 - 16" W.C.
SOUND PRESSURE LEVEL: MAXIMUM 84dB @ 1m
OUTLET OIL CONTENT: LESS THAN 5 ppm (BY WEIGHT)

- REMARKS**
- 1) CARBON STEEL CONSTRUCTION
 - 2) BLOWER MOTOR: 11kW, 415V/3 PHASE/50Hz BASEFLTA CLASSIFICATION: EC40 11 13 INSULATION CLASS: F, HEATING CLASS: B1 INCRESS PROTECTION: IP55, AMBIENT TEMP: = 55°C ANTI CONDENSATION HEATERS: 250Watt/1PH/50Hz
 - 3) PAINT: FRESH INTERNAL: CLEANED & LIGHT COAT OF OIL APPLIED EXTERNAL: 1 COAT ZINC RICH PRIMER 1 COAT HAMMERSTONE BLUE ENAMEL
 - 4) APPROX. WT = 500 kg
 - 5) BLOWER LAYOUT CHARGED FROM VERTICAL TO HORIZONTAL TO INCORPORATE DRAIN PLUG

DRAWING NO
DL-0405-70-1

OE-1568-500 (SPECIAL)
 OIL MIST ELIMINATOR
 G.A. DRAWING

GATE (PUNJIA) LTD
WILSON PUK

UNLESS OTHERWISE NOTED ALL DIMENSIONS ARE IN mm

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	Filter Vessel with Element	1	NO		
2	Side Channel Blower	1	NO		
3	Butterfly Damper	1	NO		
4	6" NB ANSI 150 P.F.S.O. Flanged Inlet	1	NO		
5	Warehouse & Gauge Bracket	1	NO		
6	Oil Leg with Seal Ring Assembly	1	NO		
7	1/2" Oily Connection	1	NO		
8	1/4" Gauge Connection	1	NO		
9	Lifting Lugs (2 Nos.)	2	NO		
10	Tank Gasket, W/10A, P/N 100001351	1	NO		
11	Support Frame	1	NO		
12	6" NB Main End Outlet	1	NO		
13	Motor (415V/3ph/50Hz) IP 55 Enclosure	1	NO		
14	6" Isolation Valve	1	NO		
15	3" Butterfly Damper (Coarse Control)	1	NO		
16	4" Check Valve	1	NO		
17	Mesh Pad (P/N 300001524)	1	NO		
18	Differential Pressure Switch / Bracket	1	NO		
19	Baseflta Classification EC40 W.T. Model	1	NO		
20	Differential Pressure Gauge / Bracket	1	NO		
21	1/4" Drink Connection on Blower Casing	1	NO		
22	6" NB Foundation Bolts, W/16 x 250mm Long C/W Nuts & Washers	12	NO		



SECTION - VI

PRICE

SCHEDULE



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

PRICE SCHEDULE FOR SUPPLY
(FOR DOMESTIC BIDDERS ONLY)

NAME OF BIDDER:

Sl. No	Material Code	Description	Unit	Qty.	Unit Ex-works Price including Pkg/ Fwd, but excluding ED & ST	Per Unit Excise Duty		Per Unit Sales Tax Without form C/ concessional form		Per unit Freight upto Project Sites by Road		Per Unit FOT Site price (4+6+8+10)	Total Ex-works price (3x4)	Total FOT Project Site (3x11)
						%	Amount	%	Amount	%				Amount
		1	2	3	4	5	6	7	8	9	10	11	12	13
1	1155135601	PORTABLE OIL MIST ELEMINATOR TROLLEY MOUNTED, MODEL OE158B-500 SPECIAL, MAKE: DOLLINGER (OR) EQUIVELENT ALONG WITH 6" S.S.WIRE BRAIDED HOSE, 3 METERS LONG, BOTH SIDE FLANGE CONNECTION SUITABLE FOR ABOVE OIL MIST ELEMINATOR. AS PER DETAILED SPECIFICATION & DRAWING AT SECTION-V OF TENDER DOCUMENT.	EA	1										
2		OPTIONAL : 2 YEAR O&M SPARES *	SET											
TOTAL														

Note :

- Bidder shall submit proof of freight charges & Cenvetable Invoice/ Excise Gate Pass along with despatch document.
- Detailed specification shall be as per RFQ & section V of tender document.
- * Detailed list to be furnished separately along with Quantities, Unit Price, Total price etc.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम)
GAIL (India) Ltd.
(A Government of India Undertaking)

PRICE SCHEDULE FOR SUPPLY
(FOR FOREIGN BIDDERS ONLY)

NAME OF BIDDER :

Sl. No.	Material code	Description	Unit	Qty	Unit Price			Total Price			Estimated Shipping Wt. & Vol. of each item *
					FOB Port of Loading	CFR Port of Entry, Mumbai	CIF Port of Entry, Mumbai	FOB Port of Loading (3x4)	CFR Mumbai (3x5)	CIF Mumbai (3x6)	
		1	2	3	4	5	6	7	8	9	10
1	1155135601	PORTABLE OIL MIST ELEMINATOR TROLLEY MOUNTED, MODEL OE158B-500 SPECIAL, MAKE: DOLLINGER (OR) EQUIVELENT ALONG WITH 6" S.S.WIRE BRAIDED HOSE, 3 METERS LONG, BOTH SIDE FLANGE CONNECTION SUITABLE FOR ABOVE OIL MIST ELEMINATOR. AS PER DETAILED SPECIFICATION & DRAWING AT SECTION-V OF TENDER DOCUMENT.	EA	1							
2		OPTIONAL : 2 YEAR O&M SPARES *	SET								

Note :

- Detailed specification shall be as per RFQ & section V of tender document.
- * Detailed list to be furnished separately along with Quantities, Unit Price, Total price etc.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal: