



गैल (इंडिया) लिमिटेड
GAIL (INDIA) LIMITED

GAIL (India) Limited

16, BHIKAIJI CAMA PLACE,
R K PURAM,
NEW DELHI-110066
INDIA



TENDER DOCUMENT

FOR

PROCUREMENT OF Window based G&G Software

TENDER NO.:GAIL/ND/E&P-C&P/P003

BID INVITATION NO 8000001610

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit our web site <https://etender.gail.co.in> . Vender who wishes to participate should request for user ID and password by registering on the website using GAIL Tender Reference-8000001610



"REQUEST FOR QUOTATION"

Ref: GAIL/ND/E&P-C&P/P003

Date: 23rd December 2009

To
PROSPECTIVE BIDDER

Sub: Tender No. GAIL/ND/E&P-C&P/P003 **(BID INVITATION NO:8000001610)** for **"PROCUREMENT OF Window based G&G Software"**

Dear Sir,

Salient Features of Tender

GAIL (India) Ltd. is at present having Participation Interest in 27 E&P Blocks and 3 CBM Blocks under NELPS rounds. GAIL is the Operators of two blocks RJ-ONN-2004/1 and CY-ONN-2005/1. GAIL (India) Ltd. is intending to conduct exploration- drilling program in the on land block RJ-ONN-2004/1 in Bikaner-Nagaur Sub basin in Rajasthan of India using a land rig.

GAIL (India) Limited invites "online bids" from eligible Bidders for the subject job under "two-bid system" through "e-Procurement / Tendering" system at <https://etender.gail.co.in>, in complete accordance with the following details and enclosed Tender Documents:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK	PROCUREMENT OF Window based G&G Software
(B)	DELIVERY SCHEDULE	31.03.2010
(C)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	INR. 2,55,000/- for Domestic Bidders USD 5,300/- for Foreign Bidders
(D)	DATE OF PRE-BID MEETING	06 th January 2009 at 1130 Hrs (IST).
(E)	DUE DATE & TIME OF BID-SUBMISSION	21 th January 2010 at 1400 Hrs (IST).
(F)	DATE & TIME OF UN-PRICED BID OPENING	21 th January 2010 at 1500 Hrs. (IST).
(G)	VENUE FOR OPENING OF UN-PRICED BIDS & PRE-BID MEETING	GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R K Puram, New Delhi-110066 INDIA
(H)	CONTACT PERSONS	M Shamim Sr Manager (C&P/E&P) Phone : 011-26172580- Ext. 6879 Fax : 011-26185941 extension 1509# E-mail : ms01509@gail.co.in



If any of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.

SUBMISSION OF BIDS

Bid must be submitted online thru' GAIL's "e-Procurement/Tendering" system at <https://etender.gail.co.in>. Bidder shall submit both "Un-Priced Bid" and "Price Bid" through GAIL's "e-Procurement / Tendering" portal only. Bids submitted in any other form, such as courier / post / in-person / fax / telegram / telex, shall not be accepted against this Tender. The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

The bid will be submitted in two parts as follows:

❖ **PART-I: UN-PRICED/TECHNO-COMMERCIAL BID**

The "Un-Priced Bid" must be complete with the following:

- (A) All technical and commercial details other than the rate [i.e. identical to Part-II, with prices blanked out].
- (B) Bid Security / Earnest Money Deposit [EMD]: Bidder shall attach a scanned copy of "Bid Security / EMD" in the Technical Part of Tender Documents under the folder "EMD". However, bidder must send the original "Bid Security / EMD" to GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R K Puram, New Delhi, INDIA-110066, in a sealed envelope, superscribing the Tender number. The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder.
- (C) Documentary evidences towards "Bid Evaluation Criteria [BEC]" and other documents sought under this Tender Document.
- (D) Tender Documents should be 'digitally signed' through a valid "Class-3 Digital Certificate" to be obtained from certifying agencies as detailed in the Instruction for participation in e-tendering.

❖ **PART-II: PRICE BID [SOR]**

It should contain only the Schedule of Rates (SOR) complete with rates duly filled in and no terms and conditions should be entered in the "Price Bid". "Price Bid" containing any new / fresh condition [not mentioned in the "Un-Priced Bid"] shall be liable for rejection.

GAIL (India) Limited assumes no responsibility for inability of a bidder to submit bids through GAIL's "e-Procurement / Tendering" system on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". GAIL shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection at bidder's end. Bidder shall obtain a "Digital Certificate [Class-3]" on their own and GAIL (India) Limited will be not at all responsible for a bidder not having acquired the valid "Class-3 Digital Certificate". Bidder may refer to addendum to "Instructions to Bidders [ITB]" for getting a valid "Class-3 Digital Certificate".

Any bidder who wishes to quote against this Tender may download the Tender Documents from GAIL's "e-Procurement/Tendering" system at <https://etender.gail.co.in>, and submit the bid, complete in all respect as per terms and conditions of the Tender, online therein at <https://etender.gail.co.in>, on or before the "Due Date & Time of Bid-Submission", alongwith an undertaking that the contents of the Tender Documents have not been altered or modified.

4. SUBMISSION OF SCANNED COPIES OF CERTIFICATES/ DOCUMENTARY PROOFS:



Bidders are required to submit scanned copies of all certificates / documentary evidences towards proof of meeting the stated "BEC" along with the other requisite documents through GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in>. Non-submission of scanned copies of requisite certificates / documents shall render the bid non-responsive, and shall be liable for rejection.

5. PRE-BID MEETING:

- a. Bidder desirous to attending the Pre-Bid Meeting must submit authorization letter (ref format F-5 under section-VII) at the time of Pre-Bid Meeting.
- b. The bidder is requested to submit any questions in the format (F-12 under Section VII) provided herewith by email/courier/fax so as to reach GAIL at least three (03) days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.

❖ NOTE:

1. Bidders are requested to fill all "Annexures" as enclosed in the Tender Documents. Bidders must digitally sign all the attachments of the Bidding Documents using a valid "Class-3 Digital Certificate".
2. Bidders are requested to go through the document named, "Addendum to ITB" (if any) which has been made available in the Tender. This document shall over-ride and supersede any of the clause(s) found contradictory / conflicting elsewhere in the Tender Documents. This document aims at providing guidelines / instructions to bidders for submitting their bids through GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in>.
3. Bidders may depute their authorized representative to attend the "Un-priced Bid Opening". Bidders selected for opening of their "Price Bid" shall be suitably informed about the date and time.
4. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not allowed.
5. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender as GAIL's "e-Procurement / Tendering" system at <https://etender.gail.co.in> will not allow submission of bids once the closing date and time of the Tender [i.e. Due Date & Time of Bid-Submission] is reached.
6. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.

This is not an Order.

Thanking you.

For & on behalf of,
GAIL (India) Limited

M Shamim
Sr Manager (C&P/E&P)
Phone : 011-26172580- Ext. 6879
Fax : 011-26185941 extension 1509#
E-mail : ms01509@gail.co.in



INSTRUCTIONS FOR PARTICIPATION IN E-TENDERING

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

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

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

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

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

- i) **No Late and delayed Bids/Offer after due date/time shall be permitted in E-procurement system.** No bid can be submitted after the last date and time of submission has reached, however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline .The system time (IST) that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) **No Manual Bids/Offer shall be permitted. The offers submitted through e-tendering system shall only be considered for evaluation.**

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

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



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

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

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

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

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

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

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

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

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

4) WHAT IS A DIGITAL SIGNATURE?

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



5) WHY IS A DIGITAL SIGNATURE REQUIRED?

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

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

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

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

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

7) STEPS FOR OBTAINING DIGITAL CERTIFICATE:

Digital Certificate can be obtained by the following steps:

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

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

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

Note: The Digital signatures should be obtained directly from Certifying Authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

8) PRE-BID MEETING:

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

9) EARNEST MONEY DEPOSIT: Ref clause no. 11.4 & 15.0 of Instruction to Bidders (ITB)

10) SUBMISSION OF DOCUMENTS:

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (C-Folders) site only. However, documents specified to be submitted physically viz: EMD & Tender Fees (If applicable) etc. need to be submitted in a sealed envelope in accordance with the method described in RFQ. Bidder shall ensure that all the documents relevant to bid are uploaded in time and failure to upload the same before bid submission date is the sole responsibility of bidder. Under no circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.

Note:

- 1) Bidder is required to save/store their bid documents for each item into their computers before submitting their bid into e-tender box.
- 2) Bidder is required to fill up the price/rate strictly in the Schedule of Rate(SOR) attached with the tender.

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

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

11) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:

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

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

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

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

12) PRICES:

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

13) SUBMISSION AND OPENING OF BIDS:

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

14) LAST DATE FOR SUBMISSION OF BIDS:

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

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

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

15) Proxy:

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit our web site <https://etender.gail.co.in> . Vender who wishes to participate should request for user ID and password by registering on the website.

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SECTION-I

BIDDER'S ELIGIBILITY CRITERIA [BEC]

BIDDER'S ELIGIBILITY CRITERIA [BEC]

BIDDERS'S ELIGIBILITY CRITERIA

A) Technical Criteria:

The bidder should be either an OEM of quoted G&G software or should be Prime System Integrator duly authorized by the OEMs of quoted software for this tender. Bidder needs to provide the authorization letters from respective OEMs referring this tender number along with the bid.

The bidder should have supplied, installed & commissioned Seismic Data Interpretation, Geological Interpretation & Petrophysical evaluation software (Windows based) in a single or separate orders in the last 5 years from the due date of bid submission. At least one of these orders must be of minimum INR 65,00,000 or USD 132,000. Bidder needs to produce copy of order and completion certificate for compliance against the same along with the bid. The order date should be within last five years from the due date of submission of bid

B) Financial Criteria:

- (i) The annual turnover of the bidder as per the audited financial statement during any one of the preceding three financial years shall be INR 64,00,000/- (for domestic bidders) or USD 132,000 (for overseas bidders).
- (ii) As per last audited financial statement, Net Worth of the Bidder should be positive.
- (iii) The Bidder should have minimum Working Capital of INR 13,00,000/- (for Domestic Bidders) or USD 26,500 (for Foreign Bidders) in the last financial year. If the Bidder's Working Capital is inadequate, the Bidder shall supplement the shortfall with letter issued by his Banker, having a net worth not less than INR 100 Crores or USD 22 Million to meet the specified Working Capital requirement.

The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish his experience / track record and financial capabilities meeting Bidder's Eligibility Criteria:

For Technical Criteria:

- (i) Copies of Purchase Order for compliance of clause **A** above.
- (ii) Completion Certificate/Inspection Release Note or any equivalent document for compliance of clause **A** above.

For Financial Criteria:

Copies of audited Balance sheets and Profit & Loss account for preceding three financial years.

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

[FOR STRICT COMPLIANCE]

➤ BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER'

➤ BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED 'ELIGIBILITY CRITERIA' MAY BE REJECTED WITHOUT ASSIGNING ANY REASON.



SECTION-II

INSTRUCTIONS TO BIDDERS [ITB]

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer, as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Tender Document.
- 1.2 Throughout these Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives [Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.] are synonymous and 'Day' means 'Calendar Day'. 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB]".
- 2.2 The Bidder is not put on 'Holiday' by GAIL or 'Blacklisted' by any Government Department / Public Sector Enterprise.

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM" – NOT ACCEPTABLE/APPLICABLE

4. ONE BID PER BIDDER

A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process, individually as a Bidder. No Firm can be a sub-Contractor while submitting a Bid individually in the same bidding process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and GAIL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. SITE VISIT

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1 The Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Bidder's Eligibility Criteria [BEC]
 - Section-II : Instructions to Bidders [ITB]
 - Section-III : General Conditions of Contract [GCC]
 - Section-IV : Special Conditions of Contract [SCC]
 - Section-V : Specifications & Scope of Work
 - Section-VI : Schedule of Rates
 - Section-VII : Forms and Formats
- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request For Quotation [RFQ]" 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 submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or by fax or email at GAIL's mailing address indicated in the "RFQ" no later than 'three [03] days' prior to the "Pre-Bid meeting" for discussion. Clarifications shall be communicated during the scheduled 'PRE-BID MEETING'. GAIL may, if deemed appropriate, respond in writing to the request for clarification. GAIL's response [including an explanation of the query, but without identifying the source of the query] will be uploaded on GAIL's e-tendering web site [<https://etender.gail.co.in>]. Any clarification or information required by the Bidder but same not received by the Employer 'three [03] days' prior to the 'PRE-BID MEETING', is liable to be considered as "no clarification / information required".
- 8.2 All questions/queries should be referred to GAIL on or before the scheduled date of 'PRE-BID MEETING'. The questions/queries received by GAIL prior to 'PRE-BID MEETING' will be addressed in the 'PRE-BID MEETING', and no separate communication will be sent to Bidders.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', GAIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be posted on GAIL's e-tendering website.
- 9.3 In order to afford prospective Bidders, reasonable time in which to take the amendment(s) into account in preparing their Bids, GAIL may, at its discretion, extend the 'Bid Due Date'.

[C] – PREPARATION OF BIDS

10. **LANGUAGE OF BID:** The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GAIL 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. Metric measurement system shall be applied. 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.

11. DOCUMENTS COMPRISING THE BID

- 11.1 The Bid prepared by the Bidder shall comprise the following components:
- 11.2 **PART-I: "Techno-commercial / Un-priced Bid"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead'
 - (b) 'Bidder's General Information', as per 'Format F-1'
 - (c) 'Bid Form', as per 'Format F-2'
 - (d) Copies of documents, as required in 'Form F-3'
 - (e) Copy of Schedule of Rate (SOR) with prices blanked out
 - (f) 'Documents' establishing the eligibility and conformity to the Bid Documents of all goods and services, which the Bidder proposes to supply under the Award is to be submitted
 - (g) 'Letter of Authority', as per 'Format F-5'
 - (h) 'No Deviation Confirmation', as per 'Format F-6'
 - (i) 'Bidder's Declaration', in 'Format F-6A'
 - (j) 'Certificate' from Bidder, as per 'Format F-7'
 - (k) 'Agreed Terms and Conditions', as per 'Format F-9'
 - (l) 'Regret Letter' [if applicable], as per 'Format F-10'



- (m) Documents substantiating "Bidder's Eligibility Criteria [BEC]"
- (n) Integrity pact as per Format F-11
- (o) Any other information/details required as per Bid Document

Note: All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder.

The PART-I "Techno-commercial /Un-priced Bid" comprising all the above documents along with copy of EMD/Bid Bond should be uploaded in the private area earmarked (Tender Document) in the C-folder of GAIL's e-tendering portal.

11.3 PART-II : Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate available on GAIL's e-tendering portal. GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

11.4 Part-III: EMD/Bid Bond

Copy of EMD/Bid Security should be uploaded in the private area earmarked (EMD) in the C-folder of GAIL's e-tendering portal. However, bidder must send the original "Bid Security / EMD" to Sr Manager (C&P), E&P Department, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R K Puram, New Delhi-110066, in a sealed envelope, superscribing the Tender number. The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder.

12. SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of "RFQ". If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except 'Service Tax', and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of service tax shall be indicated in Agreed Terms & Conditions (Format-9)



- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures'.
- 12.7 Alternative Bids shall not be considered.
- 12.8 Discount, if any, must be included in "SOR" only. Conditional discount, if offered, shall not be considered for evaluation.

12.9 **SERVICE TAX**

Quoted prices should be inclusive of all taxes and duties, except Service Tax. Please note that the responsibility of payment of Service Tax lies with the Service Provider only. In case Service Tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per "Service Tax Act" in the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

In case of foreign contractors who have any place of business, fixed establishment, permanent address or usual place of residence in India, the responsibility of payment of service tax lie with the service provider. However, in case of foreign contractors who do not have any place of business, fixed establishment, permanent address or usual place of residence in India, the responsibility of payment of service tax shall be of the owner. In such case, the contractors will be required to confirm about their status in their bid and applicable service tax likely to be borne by the owner shall be considered for their evaluation of their bids.

Statutory variation in service tax shall be to GAIL's account.

13. **BID CURRENCIES:**

- 13.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.
- 13.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.
- 13.3 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 13.2) 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.
- 13.4 Currency once quoted will not be allowed to be changed. GAIL shall not be compensating for any exchange rate fluctuation.

14. **BID VALIDITY**

- 14.1 Bids shall be kept valid for 'four [04] months' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request that the Bidders extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request 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" in all respects.

15. EARNEST MONEY/BID SECURITY

- 15.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of **GAIL (India) Ltd.** payable at **New Delhi**] or '**Banker's Cheque**' or '**Bank Guarantee**' or '**Letter of Credit**'. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bid Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection.
- 15.2 The 'Bid Security' is required to protect GAIL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-15.7".
- 15.3 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 a 'Bank Guarantee', 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. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred 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. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 15.4 Any Bid not secured in accordance with "ITB: Clause-15.1 & Clause-15.3" may be rejected by GAIL as non-responsive.
- 15.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by GAIL, pursuant to "ITB: Clause-14".
- 15.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's accepting the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit'.
- 15.7 The 'Bid Security' may be forfeited:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the "Notification of Award" / "Fax of Intent [FOI]", or
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-39"
 - (iii) to accept 'arithmetical corrections'
- 15.8 Bid Security should be in favor of GAIL (India) Limited and addressed to GAIL. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Format F-4'.
- 15.9 "Central Public Sector Undertakings of Government of India" and "Firms Registered with NSIC" are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.

16. PRE-BID MEETING [Date & Time: As per "RFQ"; Venue: GAIL, Corporate Office, New Delhi-66]

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at GAIL (India) Limited, 3rd Floor, NBCC Towers, 15, Bhikaiji Cama Place, R K Puram, New Delhi-110066, INDIA].
- 16.2 Purpose of the meeting will be to clarify issues & to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 16.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, [without identifying the sources of the question] will be uploaded on GAIL e-tendering website against the Tender. Any modification of the Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.



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

17. FORMAT AND SIGNING OF BID

- 17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18. ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 ZERO DEVIATION: Deviation to terms and conditions of "RFQ" may lead to rejection of bid. Please note this "RFQ" is on "Zero Deviation" basis. GAIL will accept bids based on terms & conditions of "RFQ" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. 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), 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(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. 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.
- 18.2 **REJECTION CRITERIA:** Deviation to the following clauses of "RFQ" shall lead to rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money / Bid Security
 - (c) Specifications & Scope of Work
 - (d) Special Conditions of Contract [SCC]
 - (e) General Conditions of Contract [GCC]
 - (f) Schedule of Rates / Price Schedule / Price Basis
 - (g) Duration / Period of Contract
 - (h) Period of Validity of Bid
 - (i) Price Reduction Schedule
 - (j) Contract Performance Security / Security Deposit
 - (k) Guarantee / Defect Liability Period
 - (l) Arbitration / Jurisdiction of Court
 - (m) Force Majeures
 - (n) Documentary Evidence to Substantiate "Bidder's Eligibility Criteria [BEC]"
 - (o) Non acceptance of Integrity pact.

Note:

Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of "RFQ".

19. E-PAYMENT

GAIL (India) Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically, the Bidder should have an account with "HDFC Bank" or "ICICI Bank" or "State Bank of India" so that the payment through '**e-banking**' be made to the Bidder, in case work is awarded to him. Further, the Bidder should give the details of his bank account in any one of the above banks to facilitate payment through '**e-banking**' in case of award of work on him.



20. AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE – NOT APPLICABLE

[D] – SUBMISSION OF BIDS

21. **SEALING AND MARKING OF BIDS**

- 21.1 Bid shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

22. **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 Bids must be received through e-tender mode not later than the date and time specified in the RFQ.
22.2 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. in which case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on e-tendering website.

23. **LATE BIDS**

Not Applicable (E-tendering)

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission provided. The same must be uploaded with Digital Signature through e-tender mode.
24.2 No bid shall be modified after the deadline for submission of bids.
24.3 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.
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[E] – BID OPENING AND EVALUATION

25. **BID OPENING**

GAIL will open bids (Part-I & III) at due date & time as stipulated in IFB. The bidder's names, the presence (or absence) and amount of bid security and any other such details as GAIL may consider appropriate will be announced by GAIL.

26. **PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

27. **CONTACTING THE EMPLOYER**

- 27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.
27.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

28. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 28.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid,
(a) Meets the "BEC" / 'techno-commercial requirements' of the Bidding Documents;
(b) Has been properly signed;
(c) Is accompanied by the required 'Earnest Money / Bid Security';
(d) Is substantially responsive to the requirements of the Bidding Documents; and

- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations. A material deviation or reservation is one,
- (a) That affects in any substantial way the scope, quality, or performance of the works;
 - (b) That limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 28.3 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29. CORRECTION OF ERRORS**
- 29.1 The bids will be checked for any arithmetical errors as follows:
- 29.1.1 Rates should be quoted only in Figures. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.
- 30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**
- 30.1 To facilitate evaluation and comparison, GAIL 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.
- 31. EVALUATION AND COMPARISON OF BIDS**
- 31.1 GAIL will evaluate and compare the Bids previously determined to be substantially responsive pursuant to "ITB: Clause-28", above.
- 31.2 Pursuant to the "ITB: Clause-28", the 'quoted price' in "Schedule of Rates [SOR]" of all the 'Techno-Commercially Acceptable Bidders' including Service Tax shall be considered to arrive at the 'Lowest Offer/Bid'.
- 31.3 In case it is observed that any Bidder has not quoted for any item in the "SOR" [such unquoted item not being in large numbers], the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining Bidder for such items. If after evaluation, such Bidder is found to be the lowest evaluated Bidder, the rates for the missing item shall be negotiated with the Bidder before award of work.
- 32. PREFERENCE FOR DOMESTIC BIDDERS – NOT APPLICABLE**
- 33. PURCHASE PREFERENCE:**
- 33.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue.
- 34. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

[F] – AWARD OF CONTRACT

- 35. AWARD**
Subject to "ITB: Clause-28", GAIL on behalf of itself and its co-venture will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the Contract.
- 36. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
GAIL 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 GAIL's action.

37. NOTIFICATION OF AWARD / FAX OF INTENT

- 37.1 Prior to the expiry of 'Period of Bid Validity', GAIL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]", through fax/e-mail/telex, that his Bid has been accepted. In response, the successful Bidder will be required to confirm acceptance of the "Fax of Intent [FOI]".
- 37.2 'Time Period' shall be counted shall be commenced from the date of "Notification of Award" / "Fax of Intent [FOI]" or as may be mentioned in the "Fax of Intent [FOI]" / "Letter of Acceptance [LOA]". The "Letter of Acceptance [LOA]" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-38". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly notify each successful Bidder and will discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-15".

38. SIGNING OF AGREEMENT

- 38.1 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acceptance copy to GAIL.
- 38.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'Delhi State' only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor. In the event of failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, the 'Earnest Money / Bid Security' shall be forfeited and the acceptance of the Tender may be considered as cancelled.

39. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 39.1 Within 'fifteen [15] days' of the receipt of the "Letter of Acceptance [LOA]" from GAIL, the successful Bidder shall furnish the 'Contract Performance Security / Security Deposit' in accordance with 'Article-24' of "General Conditions of Contract [GCC]" in the form provided in the Bidding Documents. The same shall be kept valid for the entire duration of the Contract. The 'Contract Performance Security / Security Deposit' shall be in the form of either 'Banker's Cheque' or 'Demand Draft' or Bank Guarantee, and shall be in the currency of the Contract.
- 39.2 The 'Contract Performance Security / Security Deposit' shall be for an amount equal to 10% of the Contract Value towards faithful performance of the contractual obligations. This Bank Guarantee / Demand Draft / Banker's Cheque 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 from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred 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' shall be valid until 'three [03] months' beyond the specified "Contractual Period + Defect Liability Period".
- 39.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the 'Earnest Money / Bid Security', in which event GAIL may award the Contract to the next lowest evaluated Bidder or call for new Bids.

40. CORRUPT OR FRAUDULENT PRACTICES

- 40.1 GAIL requires that Contractor(s) observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means the offering, giving or soliciting of anything 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 Employer, and includes collusive practice among Bidders [prior to or after Bid submission] designed to establish Bid prices at artificial noncompetitive levels and to deprive the Employer 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;
- (c) Will declare a Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a Contract.



Instructions to Bidders for participation in e-Procurement

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

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

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

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

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

- i) No Late and delayed Bids/Offer after due date/time shall be permitted in E-procurement system. No bid can be submitted after the last date and time of submission has reached, however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline .The system time (IST) that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) No Manual Bids/Offer along with electronic Bids/Offer shall be permitted.

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

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

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

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

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



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

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

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

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

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

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

4) WHAT IS A DIGITAL SIGNATURE?

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

5) WHY IS A DIGITAL SIGNATURE REQUIRED?

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

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

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

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

The Digital Certificate is issued by C. A. in the name of a person authorized for filing Bids/Offeres on behalf of his Company. The certificate is installed / stored in his computer or preferably received by him



(his authorized person) in form as **USB token**. A Vendor/Bidder can submit their Bids/Offer On-line only after digitally signing the bid/documents with the above allotted Digital Signatures.

7) STEPS FOR OBTAINING DIGITAL CERTIFICATE :

Digital Certificate can be obtained by the following steps:

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

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

5. <http://www.ncodesolutions.com>
6. <http://www.safescrypt.com/>
7. <http://www.tcs-ca.tcs.co.in/>
8. <http://www.mtnltrustline.com/>

8) PRE-BID CONFERENCE/PRE-BID MEETING:

GAIL will not be seeking any clarifications after opening of bids, as such clarifications, if any, are to be sorted out during the pre-bid conference.

Any queries in connection with the bid should be raised in manner specified elsewhere in the tender document. Replies to the queries shall be deliberated/discussed during the pre-bid conference and the same shall be posted on the portal to enable viewing by all. Further, during the pre-bid conference, GAIL may also arrange demonstration of the e-Procurement portal to the vendors present and who maybe interested in attending the same.

9) TENDER FEE: There is no applicable tender fee for the subject tender.

10) EARNEST MONEY DEPOSIT: As per RFQ

11) SUBMISSION OF DOCUMENTS:

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (C-Folders) site only. However, documents specified to be submitted physically viz: EMD, Solvency Certificate, Power of Attorney etc. need to be submitted in a sealed envelope (Part-C) in accordance with the method described in RFQ. Bidder shall ensure that all the documents relevant to bid are uploaded in time, failure to upload the same before bid submission date is the sole responsibility of bidder. Under no circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.

Note:

- 1) Vendor is required to save/store their bid documents for each item into their computers before submitting their bid into e-tender box.
- 2) A separate attachment is provided for filling the Rates for Works tenders.

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



It is advised that the bidder uploads small sized documents preferably (upto 2 MB) at a time to facilitate in easy uploading into e-Procurement site. GAIL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:

The Prices along with related conditions shall be filled online in the Price bid Screen and format. Prices should not be submitted in a sealed envelope; GAIL shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Un-priced techno-commercial bid documents should be placed in the private area earmarked in the C-folder.

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

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

13) PRICES:

The bidder needs to enter the prices and conditions strictly as per the format provided. No new conditions shall be added by the bidder.

14) SUBMISSION AND OPENING OF BIDS:

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

15) LAST DATE FOR SUBMISSION OF BIDS:

System does not allow for submission of bids after the bid submission deadline is over. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.

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

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

16) Proxy:

If you are unable to access GAIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port 443 and Port 8443 should be enabled on your proxy/firewall for HTTPS connectivity. Dial-up internet connectivity without Proxy settings is another option.



SECTION-III

GENERAL CONDITIONS OF CONTRACT-Goods [GCC-Goods]



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



- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/ CONSULTANT through CONSULTANT 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 shall mean GAIL (INDIA) LIMITED (GAIL) having its registered office at 16, BHAIKAIJI 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 CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 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

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 twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.



- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
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.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
- 8. Contract Obligations**
- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 9. Modification In Contract**
- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- 10. Use of Contract Documents & Information**
- 10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
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 and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, 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. Performance Guarantee**
- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 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 warrantee 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 & Progress Reporting**
- 14.1 Time Schedule Network/Bar Chart
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- 14.2 **Progress Trend Chart/Monthly Report**



- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.
- 14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 15. Delivery & Documents**
- 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.
- Delivery shall be deemed to have been made :
- 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.
- 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.
- In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 16. 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.
- PURCHASER's Insurance Agent :**
[The name and address-as mentioned under SCC]
- 17. Transportation**
- 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**
- The Seller may be required to provide any or all of the following services:
- Performance or supervision of onsite assembly and/or start-up of the supplied Goods:



Furnishing tools required for assembly and/or maintenance of the supplied Goods:

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.

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.

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.

When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19. Spare Parts, Maintenance Tools, Lubricants

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:
- Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

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 :

The construction, execution and commissioning. 2 years operation and maintenance.

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.

Type and sizes of bearings shall be clearly indicated.

Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

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.

Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

Lubricants

Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given. Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

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

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. 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/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 **PERFORMANCE GUARANTEE OF EQUIPMENT**

- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21. **Terms of Payment**

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon 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.

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.

Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

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.

Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

No interest charges for delay in payments, if any, shall be payable by PURCHASER.

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.

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**

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**

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**

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:

- 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
- 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 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.

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**
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.
Deductions shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total individual order price shall be reduced by ½ % (half percent) of the total individual order value per week of delay or part thereof subject to a maximum of 5% (five percent) of the total individual order value.
- 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/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).
28. **Termination of 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:
- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.
29. **Force Majeure**
- 29.1 Shall mean and be limited to the following:
- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.
- The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the



occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force 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.

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**

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

SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all



applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36. **General**

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/CONSULTANT 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/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 **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/CONSULTANT 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/Consultant after 90 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**

No import licence is required for the imports covered under this document.

38. Fall Clause: Not applicable.

39. **Publicity & Advertising**

Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. **Repeat Order**

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order 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.



PRO FORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

[To be executed on non-judicial stamped paper of appropriate value]

WHEREAS GAIL (INDIA) LIMITED (hereinafter referred to as GAIL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No Dated and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) GAIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GAIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by GAIL to the CONTRACTOR, GAIL has required the CONTRACTOR to furnish to GAIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GAIL forthwith on demand in writing without protest or demur the value as specified by GAIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GAIL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____ Only).

AND THE CONTRACTOR hereby agrees with GAIL that:

- i) This Indemnity / Undertaking shall be a continuing Indemnity / Undertaking and shall remain valid and irrevocable for all claims of GAIL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity / Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity / Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding & operative until payment of all moneys payable to GAIL in terms of hereof.



- iii) The mere statement of allegation made by or on behalf of GAIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GAIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by GAIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GAIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GAIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official Seal of the CONTRACTOR



PRO FORMA FOR CONTRACT AGREEMENT

LOA No. GAIL/

Dated _____

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

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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



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

AND

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

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

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

The materials including sand, gravel, stone, loose, earth, rock, etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on
on behalf of **EMPLOYER**.

Signed and Delivered for and
on behalf of the **CONTRACTORS**.

GAIL (INDIA) LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. Signature: _____
Name: _____
Address: _____

1. Signature: _____
Name: _____
Address: _____



2. Signature: _____
Name: _____
Address: _____

2. Signature: _____
Name: _____
Address: _____

===== X =====.

PRO FORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

[To be executed on non-judicial stamped paper of appropriate value]

WHEREAS GAIL (INDIA) LIMITED (hereinafter referred to as GAIL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No Dated and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) GAIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GAIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by GAIL to the CONTRACTOR, GAIL has required the CONTRACTOR to furnish to GAIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GAIL forthwith on demand in writing without protest or demur the value as specified by GAIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GAIL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____ Only).

AND THE CONTRACTOR hereby agrees with GAIL that:

- i) This Indemnity / Undertaking shall be a continuing Indemnity / Undertaking and shall remain valid and irrevocable for all claims of GAIL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity / Undertaking is given



- is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity / Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding & operative until payment of all moneys payable to GAIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of GAIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GAIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by GAIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GAIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GAIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official Seal of the CONTRACTOR



SECTION-IV

SPECIAL CONDITIONS OF CONTRACT [SCC]



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SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Price Schedule, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

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

- i) Letter of Acceptance along with Statement of Agreed Variations.
- ii) Fax of Intent/ Letter of Intent
- iii) Price Schedule as enclosures to Letter of Acceptance.
- iv) Job / Particular Specifications.
- v) Technical / Material Specifications.
- vi) Special Conditions of Contract.
- vii) General Conditions of Contract.
- viii) Other applicable Standards

It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference that the conflict exists.

In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

1.0 EXPLORATION & PRODUCTION (E&P) IN GAIL:

GAIL is at present having participating interest in 29 E&P blocks and 3 Coal Bed Methane (CBM) blocks. Many of the existing blocks are currently in matured stages of exploration. GAIL along with its consortium partner has made oil and gas discoveries in 9 E&P blocks.

2.0 ABBREVIATIONS USED & DEFINITIONS:

2.1 Abbreviations used:

BOM	:	Bill of Material
MR	:	Material Requisition
FAT	:	Factory Acceptance Test
ODAT	:	On-Delivery-Acceptance Test
OSAT	:	On-Site-Acceptance Test

2.2 Definitions:

- BID : BIDDER'S response to this Material Requisition /Invitation of Bids
- SITE(S) : GAIL offices
- SOFTWARE : SOFTWARE shall mean the software to be licensed and supplied by Seller to Purchaser pursuant to the CONTRACT which shall be governed by the terms of a separate Software License Agreement to be agreed between Seller and Purchaser.

3.0 SCOPE OF WORK:

GAIL intends to setup a work station based interpretation system of Geological, Geophysical and Reservoir engineering related data for GAIL's / Other consortium partner's Exploration and Production (E&P) related activities. This system shall include Software. The technical details of the items are mentioned in the **"Technical Specifications and Bill of Material"** enclosed with the bidding document.

The scope shall cover Supply, Installation, Testing, Commissioning of Software, Warranty and Annual Maintenance support, training etc. at GAIL, New Delhi/NOIDA as per the technical specifications and other conditions mentioned in this document.

The Seller's responsibility shall specifically include but not limited to the following:

- 3.1 Supply, Installation, Testing and Commissioning of all Software components as detailed in **"Technical Specifications and Bill of Material"**.
- 3.2 All tools, tackles, testing instruments, consumables, vehicles, manpower etc., as required during all operations such as transport, installation, testing, commissioning etc., shall be provided by the Seller at no extra cost to GAIL for completing the scope of work as per the specification. The Seller shall undertake all testing and commissioning activities and shall provide all assistance during inspection and Performance & Guarantee testing by the GAIL. Please refer **Clause No. 4.0 of SCC** for further detail on "Other conditions of contract".
- 3.3 The supply of all the Software components shall be with the required permanent licenses or with any other mechanism ensuring that the validity of the license is permanent and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by GAIL. The license(s) shall be taken in the name of GAIL (India) Limited and will be the property of GAIL.
- 3.4 **Warranty / AMC:** Comprehensive onsite warranty for 1 year for software, extendable for a further period of maximum 2 years. The detail scope shall be as per **Clause No. 5.0 of SCC**.
- 3.5 **Training:** The scope of work includes training of GAIL personnel on the supplied software by experienced trainers of the vendor at their designated training centres / installations in India for a total of not less than 6 days for application software. This would be to train GAIL personnel for application



software within a period of 3 months as per mutually agreed detailed training schedule. The entire training shall be completed within 6 months from the date of installation and commissioning. The cost towards travel / boarding / lodging for GAIL personnel shall be borne by GAIL. Vendor's obligation would be cost towards trainers and training resources, premises and installations. The training must be started within 2 weeks from the date of intimation by GAIL.

- 3.6 The Seller shall provide any additional equipment & services required to fulfil the intent of the specifications & to ensure the completeness, operability & maintainability of the system at no extra cost to the GAIL.

4.0 OTHER TERMS AND CONDITIONS:

- 4.1 The Seller has to provide software AMC support to GAIL during the entire period of supply and AMC.
- 4.2 During the installations and commissioning the Seller has to carry out all necessary test runs/ demonstration using the demonstration of all the items supplied.
- 4.3 Compatibility is essential among all the systems specified in technical specification.
- 4.4 Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.
- 4.5 Authentic published/ printed document should be provided to support all the bench mark figures mentioned against each item.
- 4.6 The SELLER shall have in possession of copyright for all the software packages and should have proper agreement with owners of third party software, if case be.
- 4.7 All the information including maps/figures obtained by the Sellers and or his employees / representatives during their association in the entire period of installation and commissioning, training and warranty shall be considered confidential and shall not be divulged by the Seller and or any of his employees / representatives to any other source other than the company's personnel. The obligation of the Seller under this clause shall survive and be valid for three years and enforceable against the Seller even after the termination of the contract.
- 4.8 The Bidder shall quote in the same format / order as mentioned in technical specification. The Bidders must mark YES (√) or NO (X) against each item with Sellers' trade name for the particular item.
- 4.9 The bidder has to strictly follow the Price Schedule format given in the tender document while quoting for the tender.
- 4.10 Mode of Shipment: Air

5.0 ANNUAL MAINTENANCE CONTRACT (AMC) FOR APPLICATION / SYSTEM SOFTWARE

5.1 INTRODUCTION

5.1.1 This section establishes the scope and schedule of AMC of Application / System Software to be performed by the Seller for the system supplied to GAIL (INDIA) LTD. (GAIL), hereinafter mentioned as Company, vide this purchase contract and describes reference to the specifications, instructions, standard and other documents including the specification for any materials, tools or equipment which the SELLER shall satisfy and adhere to in the performance of the Contract.

5.2 SCOPE OF AMC

5.2.1 The duration of AMC for software will be initially for a period of 1 (One) year, and will commence immediately after the successful completion and acceptance of the System (refer Clause No. 12.0), which is extendable for a further period on mutually agreed terms and conditions.

5.2.2 The Seller has to maintain all the supplied software, system software as well as application software, including all the third party software and ensure smooth running of the same during the entire period of AMC.

5.2.3 EQUIPMENT AND PERSONNEL

5.2.3.1 All equipment and machinery necessary to carry out the AMC will be SELLER's responsibility.

5.2.3.2 At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of Warranty/AMC.

5.3 PERFORMANCE OF WORK

5.3.1 All the materials etc. are to be provided by the SELLER and speed of execution and maintenance of operations are to be conducted in a manner to the satisfaction of the Purchaser. Should the rate of progress of the job be at any time be too slow in the opinion of the Purchaser's representative to ensure the completion of the operations by the prescribed time for completion, Purchaser's representative may so notify the SELLER in writing. The SELLER shall reply to the written notice giving details of the measures he proposes to take to expedite operations in time.

5.4 SAFETY

5.4.1 The SELLER shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules & regulations of Purchaser provided to SELLER in writing. No smoking or open flames shall be permitted on the operation unit and nearby except in areas marked by SELLER and approved in writing by Purchaser.

5.4.2 The SELLER shall report, as soon as possible, any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

5.5 PROTECTION OF PROPERTY & EXISTING FACILITIES

5.5.1 The SELLER shall perform each work in such a manner as will prevent damage to the Purchaser's property and shall carry on the works in such a manner as to conform to and consistent with, and not to interfere in any way with continuous and safe operation of the equipment / system. Any permanent damage / loss to the Purchaser's installation, assets and equipment due to the operation of the service envisaged under the warranty / AMC shall have to be remedied and cured by the SELLER entirely at his own cost, which to be included and not be limited to actual replacement of such damaged assets and equipment, or payment or actual replacement cost in relation hereto as may be incurred by the Purchaser.

5.6 OBLIGATION OF THE SELLER

- 5.6.1 SELLER will have to arrange its own transport facility for the maintenance engineers to attend the maintenance call.
- 5.6.2 No cannibalization of any equipment will be permitted to carry out the maintenance services.
- 5.6.3 SELLER will have to carry out preventive maintenance of each item strictly throughout the period of AMC. The maintenance engineer will be required to visit GAIL, minimum 2 (Two) times in a year for preventive maintenance excluding the visit for making the system operational, at no extra cost to GAIL.

5.7 OBLIGATION OF PURCHASER

5.7.1 Purchaser shall provide the SELLER access to all the software under AMC for the purpose of maintenance.

5.8 These items supplied in this order may be transferred to other GAIL locations (in NCR Region) in future as per the requirement. The Onsite Comprehensive Warranty / AMC shall be extended at the new locations also.

5.9 SPECIAL CONDITIONS OF WARRANTY / AMC

5.9.1 ASSOCIATION OF PURCHASER'S PERSONNEL

5.9.1.1 Purchaser will depute one representative / engineer to act on its behalf for overall co-ordination and operational management of warranty/ AMC. Any changes to the scope of work given in tender shall be mutually discussed and finalized. He shall liaise with the SELLER, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the SELLER and to ensure compliance of provisions of the warranty/AMC.

5.9.1.2 There shall be free access to all the equipment of the SELLER during operations and idle time by Purchaser's representative for the purpose of observing / inspecting the operations performed by the SELLER in order



to judge whether, in Purchaser's opinion, SELLER is complying with the provisions of the warranty/AMC.

5.9.2 PROVISION OF PERSONNEL AND FACILITIES

5.9.2.1 The SELLER shall provide the experienced personnel for services. All the personnel offered must have adequate experience and should be fluent in English language. On Purchaser's reasonable request, and with reasonable cause, SELLER shall remove and replace at his own expenses, any of his personnel.

5.9.2.2 The SELLER shall be responsible for and shall provide for all requirements of his personnel, including but not limited to their insurance, personal income tax, service tax, housing, medical services, messing, transportation (both air and land transportation) vacation, salaries and all amenities at no extra charge to Purchaser.

5.9.2.3 The SELLER representative shall have the entire power requisite for performance of the work. He shall liaise with Purchaser's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

5.10 CONSEQUENTIAL DAMAGE

5.10.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the SELLER, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-suppliers.

5.11 WAIVER AND AMENDMENTS

5.11.1 It is fully understood and agreed that none of the terms and conditions of the warranty / AMC shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right or terminate shall not act as a waiver or amendment of any right of such party provided hereunder.

5.12 CONFIDENTIALITY OF INFORMATION

5.12.1 All the information including maps / figures obtained by the SELLER and or his employees / representatives during their association in the entire period of installation & commissioning, training and warranty / AMC shall be considered confidential and shall not be divulged by the SELLER and/or any of his employee / representative to any other sources other than the Purchaser's personnel. This obligation of the SELLER under this clause shall survive and be valid for three years and enforceable against the Seller even after the termination of warranty/AMC.

5.12.2 During this Contract, Purchaser and its employees, agents, sub-contractors and their employees etc may be exposed to certain confidential information and data of the Seller. Such data shall be held by the Purchaser, its employees, sub-contractors and their employees

in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

5.13 WITH-HOLDING

5.13.1 Purchaser may with-hold or nullify the whole or any part of the amount due to SELLER on account or subsequently discovered evidence in order to protect Purchaser from loss on account of:

- a) For Non-completion of Jobs assigned as per Scope of Warranty / AMC (Clause 7.2) of this contract.
- b) SELLER indebtedness arising out of execution of this warranty /AMC
- c) Defective work not remedied by SELLER.
- d) Failure by SELLER to fully reimburse Purchaser under any of the indemnification provisions of the warranty/ AMC. If, during the progress of the work SELLER shall allow any indebtedness to accrue for which Purchaser, under any circumstances in the opinion of Purchaser may be primarily or contingently liable or ultimately responsible and SELLER shall within five days after demand is made by Purchaser, fail to pay and discharge such indebtedness, then Purchaser may during the period for which such indebtedness shall remain unpaid, withhold for the amounts due to SELLER, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payments shall be thereafter be made for amounts so with-held.

5.14 PRICE

5.14.1 The Annual maintenance rates for software should be quoted year wise in the Price Schedule.

5.15 Separate contract shall be executed for Annual Maintenance of the Software.

6.0 PROJECT SCHEDULING:

After receiving the Fax of Intent, the Seller shall submit the detailed Project Schedule to the Engineer-In-Charge stating the dates and activities planned including the details of the engineers that will be deployed for the installation and configuration of the systems.

The schedule shall be having the clear details of the dates and the engineers visiting the sites.

7.0 SITE READINESS:

7.1 Site Preparation

GAIL shall provide sufficient work space for hosting the equipments at GAIL-GTI office.

7.2 Site Visit

Seller may visit the site in advance to ensure the readiness of the site for placement of the system.

8.0 SUPPLY CONDITION:

All equipment and sub equipment (sub system) supplied and installed at the stipulated locations shall be NEW and respective OEM make and confirming to the contract technical specifications. The certificate of newness is to be furnished. The end-of-life and end-of-support products can not be quoted by the Bidder.

The Seller shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to GAIL's property due to Seller's negligence shall be passed on the Seller's account.

9.0 COMPLETION/DELIVERY SCHEDULE:

9.1 DELIVERY SCHEDULE FOR SUPPLY PORTION:

(A) DOMESTIC BIDDERS - FOT DESPATCH POINT BASIS:

Delivery Schedule of the system will be 4 weeks from the date of receipt of Fax of Indent.

(B) FOR FOREIGN BIDDERS - FCA PORT OF EXIT BASIS:

Delivery Schedule of the system will be 4 weeks from the date of receipt of Fax of Indent.

9.2 COMPLETION SCHEDULE FOR SYSTEM INTEGRATION (INSTALLATION, TESTING AND COMMISSIONING):

FOR DOMESTIC/FOREIGN BIDDERS:

The system must be installed, commissioned and made operational, within 4 weeks of receipt of intimation from GAIL.

9.3 COMPLETION SCHEDULE FOR TRAINING

The entire training shall be completed within 2 months from the date of installation and commissioning.

9.4 ANNUAL MAINTENANCE CONTRACT

The AMC will be valid in a period of 1 year from the date of completion of installation and commissioning. GAIL reserves the right to extend the AMC for a further period of 2 years or part thereof from the date of completion of AMC for the previous period on mutually agreed terms and conditions.

10.0 INSTALLATION:

All the pre-requisites regarding site readiness has to be clearly intimated to GAIL in advance and if felt needed, Seller can visit the SITE(S) in advance and ensure for the readiness for power, housing, installation/operation etc. of the SYSTEM(S) at SITE(S). Seller shall make recommendations on any of the parameters in case the same is not found in acceptable range, before the supply of the items.



Installation responsibilities

On completion of placement of equipment, Seller shall get the Bill of Material checked and signed by GAIL's site Coordinator, carry out the installation, and show the SYSTEM(S) in working order to GAIL's site Coordinator at SITE(S). The Seller shall configure the SYSTEM(S) as per the detailed discussions held at SITE with GAIL Team.

Prime responsibility of the Seller will remain for associated software's placed by the Seller during the first time installation.

On successful completion of the Installation of the SYSTEM(S), these shall be handed over to GAIL. Seller shall submit the installation report along with SYSTEM(S) configuration report, results of diagnostic tests run etc. to GAIL.

Commissioning report has to be submitted by the Seller mentioning all the serial nos..

11.0 ACCEPTANCE TESTS (AT):

On Delivery Acceptance Test (ODAT)

After completion of delivery of software, the On Delivery Acceptance Test shall be carried out as per the required specifications. GAIL shall confirm the date of carrying out ODAT.

The SELLER shall keep the Ordered S/W ready to carry out ODAT.

This physical inspection shall include version no. of the software etc. All the features of Software shall be inspected at the discretion of GAIL.

On Site Acceptance Test (OSAT)

After installation of the system, GAIL will intimate, within two weeks, the seller for starting the commissioning of the system.

The SELLER shall demonstrate cross verify the functional requirements as per GAIL's specifications.

All the features of Software shall be tested at the discretion of GAIL.

On completion of installation of the software but before commissioning by the SELLER, each feature of the software shall be inspected on-site jointly by GAIL and Seller for the correctness and the completeness of the installation and acceptability for start-up.

The acceptance test, which involves the operation of the complete system, will be conducted by the Seller in the presence of the GAIL representative. The system will be accepted subject to the compliance of the tests to the satisfaction of GAIL.

In case of failures, the acceptance tests will be restarted provided the maximum number of restarts shall not exceed two in number. System failing in final acceptance test is likely to be rejected and would require replacement immediately.

In case the Seller found to supply the software not as per the quoted specifications, EIC has a right to reject the software at site(s) and Seller shall be responsible for replacement of the same without any cost and time implications. The final payment for the same shall be released after resolution of all identified problems and signing of system acceptance report of the complete system.

OSAT shall comprise of completion of following activities Site:

1. Checking of the Configuration as per the technical specifications.
2. Complete functionality of the Application software shall be tested as per Scope of Work & Technical Specifications

12.0 TRAINING:

Application software Training:

Training on all aspects of usage and application of the various facilities for integrated interpretation of exploration data on the system to be provided to 8-10 persons for a period not less than 6 days at Sellers' facility/GAIL OFFICE in India.

The Lodging / boarding cost of GAIL participants shall be borne by GAIL.

13.0 PAYMENT TERMS:

13.1 DOMESTIC BIDDERS:

A) For Supply Items (Software portion):

- (i) **100% payment against supply:**
With full taxes and duties after system integration activity is complete and after signing of the acceptance protocol.

B) For Service Portion:

- (i) **System integration:**
100% payment on Installation, Testing and commissioning of Software and signing of the Acceptance Protocol.
- (ii) **Training charges:**
100% payment on successful completion of training.
- (iii) **Annual Maintenance:**
100% payment in two equal installments payable at the beginning of each half against bills.

- (iv) Invoices for service portion must be submitted to Engineer-In-Charge for certification and release of payment thereafter. Normally payment shall be released within 30 days from the date of submission of invoice.

13.2 FOREIGN BIDDERS:

A) For Supply Items (Software):

- (i) **100% (Hundred percent) payment of CPT value:**
Shall be released through an irrevocable Letter of Credit established in favour of the Seller through a Bank in his country, on submission of shipping documents including the certificate from GAIL indicating the completeness of system integration and after signing of acceptance protocol. All bank charges of the Seller's Banker shall be to Seller's account.

B) For Service Portion:

- (i) **System integration (Foreign component):**
100% (Hundred percent) payment shall be released, on Installation, Testing and commissioning of Software against certification of Engineer-In-Charge and signing of the Acceptance Protocol.
- (ii) **Training (Foreign component):**
100% payment shall be released, on successful completion of training against certification of Engineer-In-Charge.
- (iii) **Annual Maintenance (Foreign component):**
100% payment in two equal installments payable at the beginning of each half against bills.

Invoices for service portion must be submitted to Engineer-In-Charge for certification and payment.

13.3 FOR SUPPLIES & SERVICES SOURCED WITHIN INDIA (i.e. INR COMPONENTS) - IN CASE OF FOREIGN BIDDER ONLY:

The payment of INR portion of Supply/Services shall be released directly made to the bidder or his authorized sub-vendor as per payment terms applicable to domestic bidders under sub-clause 13.1 above. However, the bidder shall be responsible for all contractual obligations under this contract.

13.4 FOR SUBLET PORTION OF INR COMPONENTS OF SUPPLIES & SERVICES (IN CASE OF FOREIGN BIDDER ONLY):

The payment of sublet portion of Supply/Services can be directly made to Sub-vendor as per payment terms applicable to domestic bidders under sub-clause 13.1 above. However, Sub-vendor will not be required to submit the Contract Performance Bank Guarantee (CPBG for Foreign +INR portions needs to be submitted by Seller).

14.0 DOWNTIME CALCULATION FOR SOFTWARE:

Seller shall be responsible for running each individual item at the uptime of 99% per quarter. Software would be considered as not working if the non-functioning of the same/any sub part affects the normal working.

The deduction for downtime will be as mentioned below. The downtime will be calculated on hourly basis per quarter on 8 hours basis for all items individually supplied in the order.

The deduction down time shall be as follows:

Downtime percentage (B)	Deduction Factor (D)
0 to 1%	Zero
1 to 3 %	2
3 to 5 %	3
Above 5 %	5

Penalty clause during Maintenance period

The downtime in each incidence will start after 48 hours of reporting of problem through e-mail / Fax during the normal business hours on working week days (i.e. Monday to Friday). In case the system is shifted to other location within NCR (outside Delhi), the working week days will be Monday to Saturday.

Downtime in a quarter = A hours

Downtime percentage
Of the equipment = $(A \times 100) / (24 \times 90) = B$

Deduction factor according to the table = D

Unit cost of software which is reported to be
not working (as per Price Schedule inclusive
of all taxes) = Q Rupees

Amount of deduction = $(Q \times B \times D) / 100$ Rupees

Note

- A) If the uptime for system falls below 95% for more than 2 times (within 3 months), GAIL has the right to ask for the replacement for the same by the Seller, without any extra charge.
- B) The amount of penalty accrued in a year must be paid by seller to purchaser within 30 days after the end of each year failing which the same shall be recoverable from CPBG.



C) The amount of penalty will not exceed 10% of the Contract Value.

15.0 TAX DEDUCTION AT SOURCE:

Taxes/duties deductible at source, as per law, shall be deducted by Purchaser from the seller's invoices. A certificate of TDS as per law shall be issued by purchaser to seller to this effect within 30 days of such deduction.

16.0 SECURITY:

At all times the bidder will comply with GAIL's security regulations in effect that GAIL requires at its premises or in the protection of its data/physical assets.



17.0 ACCEPTANCE PROTOCOL FOR E&P INTERPRETATION SYSTEM(S):

(To be signed by GAIL & Seller after completion of 3 days of completion of the jobs)

P.O. No. _____ P.O. date ____/____/____ P.O. Value Rs. _____
Seller _____

Purchase Order Description _____

Coordinator (From GAIL) _____ Date of total system acceptance ____/____/____

Total No. of Softwares Supplied: _____ Accepted: _____ Out of : _____
Balance: _____

S.No.	CONFIGURATION	ACCEPTED	QUANTITY
1		YES / NO	
2		YES / NO	
3		YES / NO	
4		YES / NO	

The System(s) is / are complete in all respects and accepted by GAIL and the Zero date of the contract starts w.e.f. from ____/____/____ and shall be up to ____/____/____ as per the terms of the W.O.

GAIL

Seller

Signature

Signature

Name

Name

Emp No.

Date

Tel No.....

Company Seal

Date.....

18.0 GENERAL INSTRUCTIONS:



- Seller shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The Bidder should provide necessary documentary evidence supporting the technical specifications of the offered solution. All the expenditure for boarding, lodging, traveling, transport of material to GAIL Site shall be borne by the Bidder.
- All necessary tools and accessories required to complete the scope of work as per tender document is in the scope of the SELLER.
- Sellers are required to submit their response separately in both the priced and the un-priced Bids. In the un-priced Bid 'Price' column is to be left blank but with an indication whether the item has been quoted Yes (Y) OR No (N) in the Priced Bid. The seller must include the Technical Specification filled with the requisite information in the un-priced bid.
- Seller has to indicate the Make/Model of the offered items under 'Details/Deviations, if any' column which have been offered. The BIDDER also has to indicate the technical details and/or deviations if any, as compared with the specifications given under the '**Offered product**' column.
- Bidders must quote their technical and price bids strictly as per the Price Schedule only. Any modification to this Price Schedule shall be liable for the cancellation of the bid.

Recommended Makes & Models

Seller may offer additionally higher quality range of models of SYSTEM(S). They should furnish technical details of the offered system(s) and highlight why these products are considered superior to the range of products as mentioned under '**Offered product**' column.

19.0 LIST OF MEDIA / DOCUMENTS SUPPLIED:

PLEASE GIVE LIST OF MEDIA AND DOCUMENTATION WHICH WOULD BE SUPPLIED ALONG WITH EACH TYPE OF SYSTEM(S)

	MEDIA	DOCUMENTATION
<u>OTHER SOFTWARE MODULE</u> (For each Software Module)		



20.0 LIST OF DEVIATIONS:

Tick (✓) as applicable

1. We agree to all the terms & conditions of this MR and confirm that there are no deviations. **Yes / No**
2. We seek deviations in following clauses. **Yes / No**

S.No. (Page no./Clause no.)	MR REFERENCE	DEVIATIONS

21.0 CONSIGNEE ADDRESSES:

Will be intimated separately

22.0 PRE-DESPTACH INSPECTION (if required):

The Seller is to provide with all reasonable & necessary facilities at their works to Purchaser's Inspecting Engineer(s)/designated representative / Third party Inspector.

23.0 PACKING, MARKING AND SHIPPING INSTRUCTIONS:

- a. All materials shall be supplied with proper wrapping & packing, so that they shall be preserved in original condition during transportation, handling and outside condition of storage at site. Complete "Preservation Specification" shall be supplied by the Seller along with the assemblies.
- b. The packing shall be sea-worthy and openable for dockside inspection. Flanged and machined surfaces shall be specially protected. (Applicable for Foreign seller)
- c. Applicable "Packing, Marking and Shipping Instructions" are attached herewith.

24.0 POST ORDER CORRESPONDENCE:

All post-order correspondence shall be addressed to:

- AA Mr. M.Shamim, Sr. Manager (C&P)
GAIL (India) Limited,
GAIL Bhavan, 16, Bhikaiji Cama Place,
R. K. Puram, New Delhi – 110066. (India).
Ph: +91-11-2617 2580 ext. 6879
email: ms01509@gail.co.in
Fax: 91-11-26185941 ext. 1509#
- BB Mr. C.S.Singh, Chief Manager (E&P)
GAIL (India) Limited,
Plot-24, Sector-16A,
Noida-201301, G. B. Nagar. (India).
Ph: +91-0120-2515353/54/55/63 ext. 1810
email: cssingh@gail.co.in
Fax: 91-11-26185941 ext. 15045#

25.0 SOFTWARE LICENSING AGREEMENT:

- 25.1** Software Licensing shall be governed by a "Standard Software Licensing Agreement". Bidders are to forward alongwith their proposal, the draft of the "Standard Software Licensing Agreement" for perusal of GAIL for arriving at mutual acceptance.

Similarly, draft software AMC Agreement shall be forwarded to GAIL alongwith Bidders proposal for review and acceptance by GAIL.

26.0 MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (SECTION III):

- 26.1** Following is inserted at the end of sub-clause 11.3 under clause No.11"Patent Rights, Liability & Compliance of Regulations" on page no. 34:

"Similarly PURCHASER shall also protect and fully indemnify the SELLER from any claims from PURCHASER's workmen/employees or representatives or from any other person / persons or bodies/companies etc to the extent caused by PURCHASER's negligence in relation to the CONTRACT."

- 26.2** Clause no. 40 "Repeat Order" on page no. 48 is deleted.

- 26.3** Clause no. 19 "Spare Parts, Maintenance Tools, Lubricants" on page no. 39 is deleted. However, SCC may be referred to wherever required.

- 26.4** Following is inserted at the end of sub-clause 5.3 under clause No.5 "Scope of Contract" on page no. 32:
"in accordance with the Scope of Work & specifications."

- 26.5** Following is inserted at the end of sub-clause 38.3 under clause No.38"Fall Clause" on page no. 48:
"with identical conditions."

27.0 SUBLETTING:

- 27.1** Foreign Seller may sublet full or part of the supplies & services sourced within India i.e. INR portion to Indian sub-vendor(s), provided such INR portion of Supplies/Services have been clearly identified at the proposal stage up front. However, such subletting of Supplier/Services to Sub-vendor shall be subject to acceptance by GAIL and shall not relieve Seller from the single point responsibility for all contractual purposes.

28.0 ENCLOSURES:

Following annexure shall form part of this Special Conditions of Contract wherever applicable:

- a. Packing, Marking and Shipping instructions (for indigenous material)
- b. Packing, Marking and Shipping instructions (for imported material)



PACKING, MARKING AND SHIPPING INSTRUCTIONS (For Indigenous Material)

PACKING

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 so 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 shipments.

Fragile articles should have special packing materials depending on type of materials.

Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.

All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.

All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

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.

All threaded fittings and pipes should be greased and provided with plastic caps.

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.

All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

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.

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.

MARKING

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

Purchaser: GAIL (India) Ltd.

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.

SHIPMENT

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

Shipment by Road

- a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable bank-approved transport company unless otherwise the transport company is named by PURCHASER..
- b) The Seller ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from Transporter's particulars of Lorry number, Transporter's challan number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any etc. and intimate the same Purchaser.

All materials must be despatched through PURCHASER'S nominated transporters, list of which may be obtained from the PURCHASER prior to despatch.

Shipment by AIR

Wherever SELLER is instructed by PURCHASE/CONSULTANT to air-freight any material, the SELLER shall take prompt action for the same. Immediately after air shipment is effected, the seller shall intimate by Fax/E-mail, the details of airway bill number and date, flight number, number of packages etc. to the Purchaser.

Destination

The consignments should be despatched as indicated in bid document/purchase Order

SHIPPING DOCUMENTATION

All documents shall be in English Language.

Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, values, purchase order number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway bill number and flight details by way of FAX/E-mail to Purchaser.

Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the purchase order, either negotiate through Purchaser's bankers or forwarded direct by Registered post, the railway receipt/consignment note/Airway bill to the purchaser at project sit accompanied by the original Invoices, packing lists and challan.

The SELLER shall be responsible for any clearance of the consignment at destination and consequent wharfage/ demurrage, if any, due to delay in transmittal of the railway receipt, consignment note/Air way bill. Copies of such despatch advise together with copies of invoices and packing list shall be simultaneously sent to PURCHASER.

SHIPPING INFORMATION

Consignee:

Destination:

Purchaser's Bankers:



Paying Authority:

(Above details shall be provided in the Purchase Order.)

Transit Risk Insurance

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



PACKING, MARKING AND SHIPPING INSTRUCTIONS (For Imported Material)

PACKING

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.

Fragile articles should have special packing materials depending on type of materials.

Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.

All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.

All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

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.

All threaded fittings and pipes should be greased and provided with plastic caps.

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.

All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

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.

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.

MARKING

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

Purchaser: GAIL (India) Ltd.

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.

2.4 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 telex/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) **Chief Manager(BD-C&P), Cabin No: 525, GAIL (India) Ltd, GAIL Bhawan, 16, Bhikaiji Cama Place, New Delhi, INDIA-110066** Ph: +91-11-2617 2580 ext. 6525 Fax : 011-26185941 Fax extension 1301#.
- b) Manager (C&P) GAIL (India) Ltd., BMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051, India (Phone: 0091-22-26592261, 26592262, Fax: 0091-22-26591363/26592373)
 - For expeditious collection and clearance of material from Customs/port authorities.
- c) Under writer (Name & Address shall be intimated at the time of placement of P.O.)

For transit insurance beyond FOB Port/Airport of Export upto Mumbai Port/Airport.

4 HOW TO ARRANGE SHIPMENT:

All shipments to be made by first class direct flight/vessel.

- a. Shipment by Air shall be arranged on "FREIGHT PAID" basis consigned to Mumbai for Mumbai discharge.
- b. Shipment by sea shall be STRICTLY arranged through our forwarding Agent details of which shall be given in Purchase Order.

5 PREPARATION OF SHIPPING DOCUMENTS:

The Bill of lading/AWB shall indicate the following:

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

Port Consignee - MANAGER (C&P), GAIL (INDIA) LTD.,
BANDRA KURLA COMPLEX, BMRDA BLDG, 3RD
FLOOR, BANDRA EAST, MUMBAI - 400 051 (INDIA).
PHONE: 0091-22-26592261, 26592262,
Fax: 0091-22-26591363/26592373

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

The 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/FCA price (C&F prices in case of order on C&F basis) and should indicate, Bombay as port 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) Inspection Release Note
- iv) Packing List
- v) Freight Memo
- vi) Certificate of Origin
- vii) Test Certificate
- viii) Certificate of Measurement and Weight
- ix) Certificate of Conformity or Manufacturer's Certificate towards Product Warranty.
- x) Copy of Fax/Telex sent to GAIL, Mumbai/New Delhi 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 the shipping documents complete in all respect including three original stamped copies of BILL OF LADING immediately after shipment is made and courier the same as under :

- i) Two copies of original bill of lading with one non-negotiable copy of bill of lading along with three copies each of invoice, packing list, freight memo, all other documents as specified in order and L/C (wherever payment is through L/C) through bank to GAIL, Pata.
- ii) One copy of original bill of lading along with all other specified shipping documents to MANAGER(C&P), GAIL (INDIA) LTD., BMRDA BUILDING 3RD FLOOR, BANDRA EAST, MUMBAI - 400 051 (INDIA).
- iii) A set of non-negotiable shipping document to **Sr Manager(C&P)E&P, GAIL (India) Ltd, GAIL Bhawan, 16, Bhikaiji Cama Place, New Delhi, INDIA-110066** Ph: +91-11-2617 2580 ext. 6879 Fax : 011-26185941 Fax extension 1509#.
- iv) Two copies of non negotiable shipping documents along with bill of lading to Shipping Co-ordination Officer, Ministry of Shipping and Transport, 1, Sansad Marg, New Delhi-110 001. **Attn.: Mr. H.K. Sharma.**
- v) One set of non-negotiable shipping documents to be sent to **ULTIMATE CONSIGNEE** as specified in the PURCHASE ORDER.

6.2 **AIR SHIPMENTS:**

The Seller shall obtain shipping documents complete in all respect including original stamped copies of AWB immediately after shipment is made and prefer the same as under



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- i) First original AWB along with one copy of non negotiable AWB along with 3 copies of invoice, packing list, and other documents as specified in L/C to be routed through bank duly negotiated.
- ii) Second set of documents (as mentioned at (i) above) to port office i.e. SR MANAGER (C&P), GAIL (INDIA) LTD., BMRDA BUILDING 3RD FLOOR, BANDRA EAST, MUMBAI- 400051 (INDIA).
 - iii) Third set of documents (as mentioned at (i) above) **Sr Manager(C&P)E&P, GAIL (India) Ltd, GAIL Bhawan, 16, Bhikaiji Cama Place, New Delhi, INDIA-110066**
Ph: +91-11-2617 2580 ext. 6879 Fax : 011-26185941 Fax extension 1509#.



Appendix - 1

From: M/s _____

NO. _____

DATE: _____

TO

Sr. Manager (C & P) - E & P,
GAIL (INDIA) LIMITED.

SUB: INTIMATION REGARDING READINESS OF MATERIALS FOR STAGE/ FINAL INSPECTION.

REF: SUPPLY ORDER NO. _____
DATE _____

Sir,

Against subject supply order, the materials are ready for inspection as follows (strike out which is not applicable):

i) Full Quantity as specified in the Supply Order.

ii) Materials ready only in part quantities.

Item No.	Qty.	Ordered Qty.	Ready
-----	-----	--	-----

iii) Materials are ready for Ist/ IInd/ Final Stage as per Quality Plan already approved.

iv) Materials are ready after Ist Rework/ IInd Rework in full quantity.

Our factory is closed on _____ for weekly off. Kindly arrange to inspect the materials accordingly.

On arrival, please contact Mr. _____ of our firm (Phone No. _____), who will coordinate the job of inspection.

Yours faithfully,

(Signature with name and
full address of supplier)

Copy for information to Order Placing Authority



SECTION-V

SPECIFICATIONS & SCOPE OF WORK



TECHNICAL SPECIFICATION

Annexure-V

TECHNICAL SPECIFICATIONS

A. GENERAL

GAIL is currently having 32 exploration blocks with 2D & 3D seismic data of 350 GB (approx.) and expected to grow in near future. The proposed Software therefore, should be able to handle all the G&G data.

B. SOFTWARE

General: The Operating System should support necessary system software resources for execution of the application software listed below in an integrated manner.

S.No.	ItemName	Description	Quantity	UOM
1.	Project Management	Should be supported on Windows Operating Systems.	2 (Two)	No.s
		Facility for multiuser, standalone, shared project, sub-projects, etc.with Security settings. Facility for merging of different vintages 2D-2D, 3D-3D, 2D-3D, and 3D-2D interpretation projects. Restore/Delete/Backup of Projects.		
		Help in documentation and reporting of the project work through tight integration with desktop tools like PowerPoint, Word and Excel type of application. Should be able to take out quick reports, images from the software in a user friendly format, which can be used directly in reports.		
2.	Data import/export	Loading facility of variety of data for wells and downhole geological information, time-depth curve data, deviation surveys, zones and production data. Well log data loading and saving in standard formats like LIS, DLIS, ASCII, LAS etc. Facility for loading of raster logs.	2 (Two)	No.s
		Loading 2D & 3D seismic data in time and depth domain in standard SEG Y format.		
		Loading seismic survey co-ordinates data in ASCII, UKOOA and other industry standard formats.		
		2D and 3D seismic velocity data loading in ASCII (User specified format) and SEG Y.		
		Import, export facility of geoscientific data and interpreted data e.g. horizons, faults, grid data, formation tops, contours, cultural data etc in standard and user defined formats.		
		Different GeoGraphic Datums and Projection Systems for Storing and Display should be		



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		available. Ability to customize units for Storing and displaying items. Data to be accessible in network environment.		
		Export, import and transfer facilities of all relevant data including interpretation on other platforms and applications in standard format. Editing and diagnostic tools for data loaders. Storage of Seismic data in 8bit, 16bit and 32 bit formats.		
3.	2D/3D Seismic Data Interpretation	Display of vertical deviated and horizontal single and multi wells trajectories, log curves, geological formations, zones, synthetics seismogram and VSP section etc on seismic sections. Screen display of combination of in-line, cross line and time slice, Arbitrary lines from 3D and user defined trajectory from 2D and 3D overlapping surveys. Traverse display like in-line, cross line, random line, diagonal traverse, disjoint traverse, and loop traverse. Horizon slice generation and display. Horizons and fault interpretation facility for 2D and 3D data both in time & depth domain. Multiple Accessibility of same seismic project from different machines. Tracking on all orientations of seismic sections, traverses, time slices, split-section displays and Horizon flattened section displays. Slice along a user defined cut on any face of the cube and panning. Animation of time slice, flattened horizon slices and cubes with controlled animation speed. Interpretation of seismic data with superposition and display of well logs on seismic data with normal and deviated well trajectory overlays. Folding and sliding of seismic data for correlation purpose. Picking of seismic display from base-map and lists. Addition, Subtraction, multiplication, division, of interpreted horizons, Grids also by user defined scalars user defined computations: arithmetic and logical expressions. (ex. $H=H1+Const*(H2-H1)$).	2 (Two)	No.s
		Facility to scan the 3D seismic data in forward & backward direction along inline, crossline or user defined direction both in manual and automatic mode in user defined increment. Display facility of base map, grid, contour maps, attribute maps with seismic lines, SP, CDP, well locations, boundaries, cultural data, northings, eastings, north arrow, scale bar at user defined place, etc. Gridding and smoothening with and without fault & regridding of grids, Contouring and editing of contours; Overlay of contours, colour-filled contours with faults on base-map. Polygon generation and evolving of maps. Direct link to Mapping software to transfer horizon, faults, fault polygons or attributes. Facility for Interpretation, Correlation & Triangulation of interpreted and correlated faults segments. Ability to do 2D-2D, 2D-3D and 3D-3D mistie analysis. Application of mistie before mapping and during interpretation (temporary), provision of bulk shift. Onscreen digitization facility for contours and faults. Horizon flattening, Fault block and polygonal block movement.		
4	Seismic Attribute analysis(both 2D and 3D)	Generation of horizon based, Grid based, surface based and volume based attributes within a volume window and option of generating user defined attributes. Facility for attributes analysis in seismic sections and map views. Ability to decompose amplitude frequencies	2 (Two)	No.s
5	Base map with Gridding and contouring	Advanced flexible, integrated (Direct Link to database) Interactive time, depth & amplitude mapping, advanced gridding (minimum curvature, krigging Sequential Gaussian simulation etc), gridding of fault vectors, advanced contouring at user defined interval with contour drawing and editing facility, clipping of contours at faults/geographic map limits, border mapping with geographical coordinates & cultural data, projections and conversion from one projection system to other with library of co-ordinate system, Posting of seismic lines, line names and shot point numbers, time/depth posting and standard topographical features with legends, map based editing and updating, overlay maps and montage maps into single map, advanced contour maps & projections, isopachs, base maps, smoothing and flexible drawing/manual/feature/text, map annotations for legend, title block, north arrow, scale with wide range of colour table/fills/shades with facility of output in ASCII format. The software should be able to calculate volumetrics. Updating and editing grids and contours on base map. Ability to do any kind of mathematical or logical operation or calculation with the	2 (Two)	No.s



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		surfaces.		
6	3D volume Interpretation and Visualization	Single 3D display for simultaneously viewing of data from the seismic, deviated well log, grid, mapped surfaces, faults, geologic interpretation etc. and section of different attributes for volumes/ surfaces etc. with the true spatial relationship. Facility to display Inline, crossline, slant line, chair cut with fault planes, horizons etc in the cube. Opacity cube generation. Ability to co-blend multiple attribute volumes to easily identify geoanomalies. Ability to interpret and display horizon and fault surfaces and grids with contours. Should be capable of 3-D movie-like display of seismic data with horizons displayed.	2 (Two)	No.s
7	Velocity Modeling and Time to Depth conversion	Capable of Velocity Modeling and Domain Conversion of Seismic data. Calibration and validation of velocity models with well velocities. Capable of extracting and smoothening of interval velocities. Ability to produce velocity volume and write it in industry standard format.	2 (Two)	No.s
8	Synthetic Seismogram generation & Wavelet Extraction	Ability to project both Vertical and Deviated well paths on seismic line for the purpose of calibration of velocity, generation of synthetic seismogram and generation of reflection coefficient series etc. Facility for choosing a modal wavelet as the filter. Extract statistical wavelets from 2D/3D traces. Facility to import/export Synthetic trace in ASCII or SEG Y formats. QC displays to indicate the validity of the wavelets in a composite display of log, synthetic trace(s) and seismic data. Interactive stretching, squeezing synthetic to match with surface seismic, Create Time-depth curve after matching. Ability to rotate of the data interactively.	2 (Two)	No.s
9.	Well Data Display	Display well logs with interactive selection of display parameters for log curves, including variable color-fill for curve data and display it along with seismic data in both time and depth domains. Handle standard log curves like GR, resistivity, neutron, density, porosity, sonic, caliper. Interactive setting of size and color of well name and well picks/markers. Interactively add/ edit, delete pick/surface in individual well in correlation panel as well as in 3D canvas. Create well templates and facility for displaying cross section, synthetic, rose diagram, tadpole-dip meter, core and FMI data, BMP/JPG images, multiple depth columns, multiple facies pattern, multiple logs in same track. Facies interpretation using manual methods. Facility for arithmetic, geometric and logical operations on logs, log editing and estimation. The software should be able to generate the templates for reporting of output data and parameters. Curve editing utilities e.g. multi-well normalization, multi-well despiking, automatic depth shifting etc. Reconstruction of missing or corrupted log curve intervals.	2 (Two)	No.s
10	Geological Interpretation	Ability to create, post and edit cross sections, post, grid and contour all zones, surfaces and faults. Import digital and raster logs. Display of log curves, production data, DST/RFT data, geologic time, lithologic columns, cores and its annotations, library of sedimentary structures and fossils for annotations, MD/TVD correction, tops, Title blocks etc, and also display of VSP data. Well to well (multi-well) correlation & editing, customized cross section generation. Drag & Drop positioning of wells. Should have automatic and semi-automatic marker correlation. Application should support the creation of different type of Tracks. Basic Tracks created in one should be created as template for propagation to others wells. Support multiple fault segments in cross sections with vertical separation. Display log signature map using multiple log curves with shading. Highlight wells using multiple colours and symbols. Calculate cumulative production using field, formation and completion filters and post using attribute and bubble maps. Define zones from depth, formation tops, grids and horizons. Generate bubble and attribute maps. Accentuate the structure, isopach, reservoir properties and other maps using colour filled contours. Analyze digital log curves with interactive log editing and log calculators. Calculate zone thickness using measured log, true vertical and true stratigraphic thickness. Display raster logs in cross-section.	2 (Two)	No.s



11	Petrophysical Analysis	The software should be capable of loading input data in industry standard formats like ASCII, LAS, LIS and DLIS. It should support loading and display of well location map and cultural data. Software should have standard facilities like depth matching, depth shifting, curve averaging, curve splicing, curve filtering, curve merging and curve calibration. The software should have the facility to produce standard histogram and crossplots. The software should be Capable of interpreting shaly sands using popular equations namely Archie's, Dual Water, Indonesian and Simandoux etc. It should have the ability to determine petrophysical parameters like effective porosity, total porosity, matrix density, water saturations of invaded and un-invaded zones, volume of clay using different clay indicators, computation of formation water resistivity using different cross-plots and curves. Above computed parameters should be presentable in the form of both curve and numeric values. The software should be capable of carrying out multi-mineral analysis. The output data should be available in standard formats specially ASCII & LAS. Utility for reconstruction of missing or corrupted log curve intervals. Reservoir Pay Summation (Zone Wise and Whole Wise).Should allow calculating average reservoir log properties. The Software should calculate thickness and average properties in each zone, using defined cut-offs, all saved to the Database. Software should be capable to determine a summation on computed results with and without cutoffs. Facility to compute average reservoir parameters for different pay zones, effective pay computation. The computation of different stratigraphic and fluid levels, net pay thickness and net to gross ratio.	2 (Two)	No.s
12.	Post-Stack Processing	Interactive or batch processing on 2D single lines, all lines in single 2D project & all lines in a group of 2D projects and complete and or part of 3D lines. Post stack processing to include filters (band pass, L/C, H/C, STVF, Dip), Decon, Gain application and recovery, clipping, phase/polarity correction/rotation and matching, data shifting, scaling and AGC scaling etc. Compute or extract wavelets. Create histogram of amplitudes, amplitude and phase spectrums, and amplitude trend.	2 (Two)	No.s
13.	1D & 2D Modeling	Software should be capable of zone based modeling of P & S velocity curves and density curves. Poisson ratio based modeling. Calculate and model porosity. Modeling of interval thickness. Fluid substitution workshop based on Gassman's equations. Ability to model faults, channels, pinchout and facies change. Model onlaps, unconformities and reservoir fluid changes. Create seismic wavelets that are user defined or derived from the seismic data. Ability to automatically convert resistivity or density to velocity. Overlay real seismic data on generated traces for comparison. Ability to easily generate pseudo wells for input into 2D forward modeling capabilities.	2 (Two)	No.s
14.	Production Data Analysis	Software should be able to save, analyze & print the production data. Production data may be entered manually into the tables or it may be imported using either the IHS298 or a custom file. The software should display monthly fluids produced for a borehole. The data within the selected table column should display a histogram of. New production information should also be created & edited for the active borehole. Software should be able to display crossplot of oil, gas and water values.	2 (Two)	No.s
15.	AVO Analysis	Software should be able to load AVO volumes as stacked data and display in both 2D & 3D views. Integrated ability to view, interpret, and analyze pre-stack gathers in 2D & 3D views, additionally, view gathers along stacked volumes. Extract AVO attributes based on volume or horizon. Condition data and save processing to disk including sorting, dip based super gathers, spectral balancing, angle gather generation, flattening on horizon or velocity and improved processing capabilities.	2 (Two)	No.s
16	Documentation	User Manuals on hard copies and online documentation describing the usage of all the software/processes offered with at least one set of 3D and one set of 2D training data sets with online context-sensitive help, fault status files.	2 (Two)	No.s

Note:

1. If any of the functionality/ specification of any module is already available in a module quoted against another item, the same needs to be mentioned



against the required item and the license need not be duplicated for the same.

2. The vendor should provide a complete integrated solution of all the application software modules as per the specifications.
3. SELLER has to provide two complete set of Software manuals on CD/DVD and Original Hardware manuals of OEM.
4. The seller should provide printed brochure indicating the specifications desired in the technical specifications.

C. SYSTEM INTEGRATION

S. No.	Item	Description	Quantity	UOM
1	Installation, Testing and Commissioning	The SELLER shall undertake to install, integrate and initialize the software at GAIL's site and demonstrate that all modules are functional.	01	Lot

D. TRAINING

S. No.	Item	Description	Quantity	UOM
1.	Application & System Training	Application software Training and System Administration & Software training as per SCC Scope of Work clause No. 3.5	01	Lot

E. ANNUAL MAINTENANCE

Sl. No.	Item	Description	Qty	UOM
1.	Maintenance of application software and facility management	The SELLER should provide Comprehensive maintenance for application software. The details of comprehensive maintenance for software are as per clause No. 5.0 of SCC.		
		1st Year AMC Charges – 2nd Year AMC Charges (Optional) – 3rd Year AMC Charges (Optional) –	01 01 01	Yearly



SECTION-VI

SCHEDULE OF RATES (SOR)

Please refer SRM attachment for details

To be submitted by bidder as an SRM attachment



PRICE SCHEDULE

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software**

PREAMBLE

1. Bidder shall furnish prices as per Price Schedule formats listed below:
 - a. **For Domestic Bidders**
 - i. Price schedule (Lump-sum Prices) - Format 1A
 - ii. Details of CIF/CD - Format 1B
 - iii. Details of Sales Tax and Excise Duty - Format 1C
 - iv. Details of Service Tax - Format 1D
 - v. Itemized Break-up Supply items – Format 1E
 - b. **For Foreign Bidders**
 - i. Price schedule (Lump-sum Prices) - Format 2A
 - ii. Details of Sales Tax and Excise Duty (For INR Component) - Format 2B
 - iii. Details of Service Tax - Format 2C
 - iv. Itemized Break-up Supply items – Format 2D
2. Bidder shall, separately, furnish Itemized detailed break-up with unit prices & quantity as per Bill of Material (for Supply Portion) in respect of Quoted **Lump-sum Supply Prices** (Sl. No.1.0 of Format 1A or 2A).
3. In case, discrepancy is observed between Lump-sum Prices and Itemized detailed break-up then Lump-sum Prices shall be considered for evaluation purposes. However, for the purpose of award/payment, the Lower of the Lump-sum Prices and the Sum of Itemized detailed break-up shall be considered.

Signature of Bidder :

Name :

Seal :



PRICE SCHEDULE (FOR DOMESTIC BIDDERS)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software**

Sl No.	Description	Total Lump-sum Price			
		FOREIGN COMPONENT, IF ANY (INDICATE CURRENCY)		INR COMPONENT	
		In figures	In words	In figures	In words
1.0	A. Supply of Application Software as per Bill of Material Note: 1. Price to include supply of all goods as specified in Bill of Material on FOT dispatch point (in India) Basis inclusive of all taxes & duties. 2. Bidder to furnish Itemized detailed break-up with unit prices & quantity as per Bill of Material for all the quoted items as per Format 1E.				
2.0	TRANSPORTATION Inland transportation charges from despatch points upto site(s). NOTE: Price to include all taxes & duties including Service Tax.	N.A.	N.A.		
3.0	System Integration Installation, Testing and Commissioning NOTE: Price to include all taxes & duties including Service Tax				
4.0	Training Application & System Training				



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Sl No.	Description	Total Lump-sum Price			
		FOREIGN COMPONENT, IF ANY (INDICATE CURRENCY)		INR COMPONENT	
		In figures	In words	In figures	In words
	NOTE: Price to include all taxes & duties including Service Tax.				
5.0	Annual Maintenance for Software for 1st year NOTE: Price to include all taxes & duties including Service Tax				
6.0	TOTAL (1.0 to 5.0)				
	<u>OPTIONAL ITEMS</u>				
	(i) Annual Maintenance for Software for the 2 nd year				
	(ii) Annual Maintenance for Software for the 3 rd year				
	(iii) Annual Maintenance for Software for the 4 th year				
	(iv) Annual Maintenance for Software for the 5 th year				
	NOTE: Price for optional Items to include all taxes & duties including Service Tax				

Note:

- Bidder shall furnish built-in CIF value in INR Component, giving details of description of goods, qty. rate of Custom Duty etc. under Format- 1B attached. These details are required for the purpose of Domestic Price Preference in line with Clause 35 of ITB.
- Bidder to furnish details of applicable rate(s) of Sales Tax without concessional Form and Excise Duty along with corresponding amounts, included in the total price for Sl. No.1.0 as per Format- 1C).
- Bidder to furnish details of applicable rate(s) of Service Tax along with corresponding amount included in the total price for Sl. No.2.0, 3.0, 4.0, 5.0 and optional items as per Format- 1D.

Signature of Bidder :

Name :

Seal :



FORMAT 1B

DETAILS OF CIF/CD (For Domestic Bidders)

Bidder: M/s _____

Bid Document No.: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item/Job: **Procurement of Window based Interactive Interpretation G&G Software.**

DETAILS OF BUILT-IN CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORTS DUTY
CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE

SL. NO.	DESCRIPTION OF ITEMS	QTY.	TOTAL CIF VALUE OF IMPORT CONTENT INCLUDED IN QUOTED SUPPLY PRICES		RATE OF CUSTOMS DUTY INCLUDED IN QUOTED SUPPLY PRICES					
			AMOUNT (INR) PER UNIT QTY	TOTAL AMOUNT (INR)	CUSTOMS TARIFF NO.	BASIC CUSTOMS DUTY (%)	CVD + EDUCATION CESS ON CVD (%)	EDUCATION CESS ON CUSTOMS DUTY (%)	ADDITIONAL DUTY (%)	TOTAL CUSTOMS DUTY (%)
			(1)	(2X3)	(4)	(5)	(6)	(7)	(8)	(9)
1										
2										
3										
4										
..										
..										
Sub Total										

Signature of Bidder :

Name :

Seal :



PRICE SCHEDULE FOR DOMESTIC BIDDER

DETAILS OF SALES TAX & EXCISE DUTY

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610Item:
based Interactive Interpretation G&G Software.

Procurement of Window

SL NO.	ITEM	ED (%)	ED Amount (RS)	Sales Tax (%) without concessional form"	SALES TAX AMOUNT (RS)

Signature of Bidder :

Name :

Seal :



PRICE SCHEDULE FOR DOMESTIC BIDDER

DETAILS OF SERVICE TAX

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Interactive Interpretation G&G Software.**

SL NO.	ITEM	Service Tax (%)	Service Tax Amount (RS)

Signature of Bidder :

Name :

Seal :



ITEMIZED BREAK-UP FOR SUPPLY ITEMS (FOR DOMESTIC BIDDERS)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software.**

Sl No.	Description	Quantity (No.)	Itemized Price			
			FOREIGN COMPONENT, IF ANY (INDICATE CURRENCY)		INR COMPONENT	
			Unit Price	Amount	Unit Price	Amount
A	B	C	D	E=CxD	F	G=CxF
	Application Software					
1	Project management	2				
2	Data Import/Export	2				
3	2D/3D Seismic Data Interpretation	2 (2D)				
		2 (3D)				
4	Seismic Attribute analysis(both 2D and 3D)	2				
5	Base map with Gridding and contouring	2				
6	3D volume Interpretation and Visualisation	2				
7	Velocity Modeling and Time-Depth conversion	2				
8	Synthetic seismogram generation & wavelet extraction	2				
9	Well Data Display	2				



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Sl No.	Description	Quantity (No.)	Itemized Price			
			FOREIGN COMPONENT, IF ANY (INDICATE CURRENCY)		INR COMPONENT	
			Unit Price	Amount	Unit Price	Amount
10	Geological Interpretation	2				
11	Petrophysical Analysis	2				
12	Post-Stack Processing	2				
13	1D & 2D Modelling	2				
14	Production Data Analysis	2				
15	AVO Analysis	2				
16	Documentation	2				
In case all above at Sl 1 to 16 are in one package, composite rate:						
Note: Price to include supply of all goods on FOT dispatch point (in India) Basis inclusive of all taxes & duties.						

Signature of Bidder :
Name :
Seal :



PRICE SCHEDULE (FOR FOREIGN BIDDERS)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software.**

Sl No.	Description	Total Lump-sum Price			
		FOREIGN COMPONENT (INDICATE CURRENCY)		INR COMPONENT, IF ANY	
		In figures	In words	In figures	In words
1.0	A. Supply of Application Software as per Bill of Material Note: 1. Price to include supply of all goods as specified in Bill of Material on CPT Port of Exit Basis for Foreign Portion and on FOT dispatch point Basis inclusive of all taxes & duties for INR Portion. 2. Bidder to furnish Itemized detailed break-up with unit prices & quantity as per Bill of Material for all the quoted items as per Format 2D.				
2.0	A. AIR FREIGHT (Foreign Component) Air freight from Port of Exit to Port of Entry-Mumbai for foreign Portion of Supply NOTE: Price to include all taxes & duties including Service Tax, if any.			N. A.	N.A.
	B. TRANSPORTATION (INR Component) Inland transportation charges from despatch points upto site(s). NOTE: Price to include all taxes & duties including Service Tax.	N.A.	N.A.		



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Sl No.	Description	Total Lump-sum Price			
		FOREIGN COMPONENT (INDICATE CURRENCY)		INR COMPONENT, IF ANY	
		In figures	In words	In figures	In words
3.0	System Integration Installation, Testing and Commissioning NOTE: Price to include all taxes & duties including Service Tax				
4.0	Training Application & System Training NOTE: Price to include all taxes & duties including Service Tax.				
5.0	Annual Maintenance for Software for 1st year NOTE: Price to include all taxes & duties including Service Tax				
6.0	TOTAL (1.0 to 5.0)				
	<u>OPTIONAL ITEMS</u>				
	(i) Annual Maintenance for Software for the 2 nd year				
	(ii) Annual Maintenance for Software for the 3 rd year				
	(iii) Annual Maintenance for Software for the 4 th year				
	(iv) Annual Maintenance for Software for the 5 th year				
	NOTE: Price of optional items to include all taxes & duties including Service Tax				

Note:

- Bidder to furnish details of applicable rate(s) of Sales Tax without concessional Form and Excise Duty along with corresponding amounts, included in the total price for Sl. No.1.0 for INR component as per format 2B.
- Bidder to furnish details of applicable rate(s) of Service Tax along with corresponding amount included in the total price for Sl. No.2.0, 3.0, 4.0, 5.0 and optional items as per format 2C.

Signature of Bidder :
Name :
Seal :



PRICE SCHEDULE FOR FOREIGN BIDDER

DETAILS OF SALES TAX & EXCISE DUTY (FOR INR COMPONENT)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software**

SL NO.	ITEM	ED (%)	ED Amount (RS)	Sales Tax (%) without concessional form	CST AMOUNT (RS)

Signature of Bidder :

Name :

Seal :



PRICE SCHEDULE FOR DOMESTIC BIDDER

DETAILS OF SERVICE TAX (FOR INR AS WELL AS FOREIGN COMPONENT)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software**

SL NO.	ITEM	Service Tax (%)	Service Tax Amount (RS)

Signature of Bidder :

Name :

Seal :



ITEMIZED BREAK-UP FOR SUPPLY ITEMS (FOR FOREIGN BIDDERS)

Bidder: M/s _____

Bid Document No: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Item: **Procurement of Window based Interactive Interpretation G&G Software**

Sl No.	Description	Quantity (No.)	Itemized Price			
			FOREIGN COMPONENT (INDICATE CURRENCY)		INR COMPONENT, IF ANY	
			Unit Price	Amount	Unit Price	Amount
A	B	C	D	E=CxD	F	G=CxF
	Application Software					
1	Project management	2				
2	Data Import/Export	2				
3	2D/3D Seismic Data Interpretation	2(2D)				
		2(3D)				
4	Seismic Attribute analysis(both 2D and 3D)	2				
5	Base map with Gridding and contouring	2				
6	3D volume Interpretation and Visualisation	2				
7	Velocity Modeling and Time-Depth conversion	2				
8	Synthetic seismogram generation & wavelet extraction	2				
9	Well Data Display	2				
10	Geological Interpretation	2				
11	Petrophysical Analysis	2				
12	Post-Stack Processing	2				
13	1D & 2D Modelling	2				
14	Production Data Analysis	2				
15	AVO Analysis	2				
16	Documentation	2				
In case all above at Sl 1 to 16 are in one package, composite rate:						
Note: Price to include supply of all goods on CPT Port of Exit Basis for Foreign Portion and on FOT dispatch point Basis inclusive of all taxes & duties for INR Portion.						

Signature of Bidder :
Name :
Seal :



SECTION-VII

FORMS AND FORMATS



F-1

BIDDER'S GENERAL INFORMATION

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for “**PROCUREMENT OF WINDOW BASED G&G SOFTWARE**”

1. Name of Bidder / Firm _____
2. Status of Firm _____ Proprietorship Firm / Partnership Firm [Mark ✓]
3. Number of Years in Operation _____
4. Registered Address _____

5. Operational Address [if different from above] _____

6. Telephone Number _____
[Area Code] [Number]
7. E-mail ID & Website _____
8. Tele-fax Number _____
[Area Code] [Number]
9. ISO Certification [If Any] _____ [If 'Yes', Please Furnish Details]:
10. PAN [Number] _____
[Enclose Copy of 'PAN Card']
11. Service Tax Number _____
[Enclose Copy of 'Service Tax Registration Certificate']

Place:
Date:

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

Signature and Seal not required in case the form is digitally signed



F-2

BID FORM

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for "PROCUREMENT OF WINDOW BASED G&G SOFTWARE "

Dear Sir,

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

We confirm that this Bid is valid for a period of "four [04] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "10% [ten per cent] of the Contract Price" or as mentioned in Tender Document for the due performance within "fifteen [15] 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 fulfillment of "Agreement" and completeness of the Work in all respects within the time frame and agreed price.

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

Place:
Date:

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

Signature and Seal not required in case the form is digitally signed



F-3

LIST OF ENCLOSURES

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for “**PROCUREMENT OF WINDOW BASED G&G SOFTWARE**”

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A
3. Document showing Financial Situation Information as sought in enclosed format F-3B
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.

(SEAL AND SIGNATURE OF BIDDER)

Signature and Seal not required in case the form is digitally signed



F-3A

Annual Turnover

Each Bidder must fill in this form

TENDER NO: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

JOB: PROCUREMENT OF WINDOW BASED G&G SOFTWARE

Annual Turnover data for the last 3 years

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1:				
Year 2:				
Year 3:				

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

(SEAL AND SIGNATURE OF BIDDER)

Remarks:

In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate 3 preceding financial years.

Signature and Seal not required in case the form is digitally signed



F-3B

FINANCIAL SITUATION

Tender No:GAIL/ND/E&P-C&P/P003 Bid No 8000001610

JOB: **PROCUREMENT OF WINDOW BASED G&G SOFTWARE**

Bidder's Name:

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (1-2)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)	
5. Profits before taxes	
6. Return on Equity (5/4) X 100	

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

(SEAL AND SIGNATURE OF BIDDER)

Remarks:

In case the tenders having the bid closing date up to 30th September of relevant financial year, and audited financial results of immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for "Net Worth", "Return on Equity" and "Working Capital" calculations. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate preceding financial years.

Signature and Seal not required in case the form is digitally signed



F-4

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

Ref.....

Bank Guarantee No.....

Date.....

To:

M/s GAIL (INDIA) LIMITED
New Delhi

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for **PROCUREMENT OF WINDOW BASED G&G SOFTWARE.**

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be six (06) months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2009 at _____.

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No. _____

Date: _____

F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To:

M/s GAIL (INDIA) LIMITED
New Delhi

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)



Dear Sir,

1. 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. accompanied by a certificate by GAIL (India) Limited, 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) Limited 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

Authorized Signature
(Original Bank)

Counter Signature

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "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 Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for “**PROCUREMENT OF WINDOW BASED G&G SOFTWARE**”

Dear Sir,

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

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

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

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.



F-6

"NO DEVIATION" CONFIRMATION

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for “**PROCUREMENT OF WINDOW BASED G&G SOFTWARE**”

Dear Sir,

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

Place:
Date:

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

Signature and Seal not required in case the form is digitally signed



F-6A

DECLARATION

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for “**PROCUREMENT OF WINDOW BASED G&G SOFTWARE**”

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

Place:
Date:

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

Signature and Seal not required in case the form is digitally signed



F-7

CERTIFICATE

To
GAIL (INDIA) LIMITED
New Delhi

Sub: Tender No. GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for " **PROCUREMENT OF WINDOW BASED G&G SOFTWARE** "

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for " **PROCUREMENT OF WINDOW BASED G&G SOFTWARE** ", the following Certificate shall be automatically enforceable:

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

Place:
Date:

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

Signature and Seal not required in case the form is digitally signed



F-8

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To:
M/s GAIL (INDIA) LIMITED
New Delhi

Dear Sir(s),

M/s. _____ have been awarded the work of _____ vide LOA No. _____ or
GAIL (India) Limited, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, 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) LIMITED we shall on demand pay without any recourse to the contractor 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. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.



Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi. The same should be kept valid in accordance with "ITB: Clause-39".
2. The Bank Guarantee by Bidders will be given from bank as specified in "ITB".
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.



F-9 A

AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)

TENDER NO: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

JOB: PROCUREMENT OF WINDOW BASED G&G SOFTWARE

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Furnish the currency of quote. The change in currency once quoted will not be allowed. Confirm.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable service Tax	%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
6.	Confirm that Contract Performance Bank Guarantee (10% of total order value) will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee 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 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	a) Confirm acceptance of price reduction schedule for delay in completion schedule specified in Bid document. Liquidated damages or penalty are not acceptable. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
10.	a) Confirm acceptance of complete Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	



गैल (इंडिया) लिमिटेड
GAIL (INDIA) LIMITED

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner GAIL or his relative is a partner.	
16.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids including those received late or incomplete.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder	
20.	Confirm that the "Duly executed Integrity Pact" as per Format-F-11 is submitted alongwith your offer.	

Bidder: M/s _____

Place : _____

(Signature of Authorized Signatory)

Date : _____

Name : _____

Seal : _____

Designation : _____

Signature and Seal Not Required in case the form is digitally signed



F-9 B

AGREED TERMS & CONDITIONS (FOR FOREIGN BIDDERS)

TENDER NO: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

JOB: PROCUREMENT OF WINDOW BASED G&G SOFTWARE

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Furnish the currency of quote. The change in currency once quoted will not be allowed. Confirm.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable service Tax (In case of foreign contractors who have any place of business, fixed establishment, permanent address or usual place of residence in India, the responsibility of payment of service tax lie with the service provider)	%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
5.	Confirm that Contract Performance Bank Guarantee (10% of total order value) will be furnished as per Bid Document.	
6.	Confirm that Contract Performance Bank Guarantee 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 from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7.	i) Confirm compliance to Completion Schedule as specified in Bid document. ii) Confirm contract period shall be reckoned from the date of Fax of Intent.	
8.	c) Confirm acceptance of price reduction schedule for delay in completion of job specified in Bid document. Liquidated damages or penalty are not acceptable. d) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
9.	a) Confirm acceptance of complete Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10.	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Direct offer without the intermediary of an Indian Agent will only be considered. Kindly confirm.	



गैल (इंडिया) लिमिटेड
GAIL (INDIA) LIMITED

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
12.	Please furnish EMD/Bid Security details: a) EMD/Bid Security No. & date d) Value e) Validity	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner GAIL or his relative is a partner.	
16.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids including those received late or incomplete.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder	
20.	Confirm that the "Duly executed Integrity Pact" as per Format F-11 is submitted alongwith your offer.	

Bidder : M/s _____

Place : _____

(Signature of Authorized Signatory)

Date : _____

Name : _____

Seal : _____

Designation : _____

Signature and Seal Not Required in case the form is digitally signed



F-10
FORMAT FOR "REGRET LETTER"

[TO BE SUBMITTED ON THE LETTERHEAD OF THE FIRM / BIDDER, IN CASE OF NON-SUBMISSION
OF OFFER / BID]

Ref:

Dated:

To

GAIL (India) Limited,

GAIL Bhawan, 16, Bhikaiji Cama Place,

R K Puram, New Delhi-110066, INDIA

Phone : 011-26172580- Ext :6879,

Fax : 011-26185941 Fax extension 1509#, E-mail: ms01509@gail.co.in / cssingh@gail.co.in

SUB: REGRET LETTER

Sub: Tender No GAIL/ND/E&P-C&P/P003 Bid No 8000001610 for "PROCUREMENT OF WINDOW BASED G&G SOFTWARE "

Dear Sir,

With reference to subject Tender, we are unable to quote due to the reason mentioned below:

- ❖ The 'Service' does not fall in our 'Servicing' range
- ❖ We do not meet "Bidder's Eligibility Criteria [BEC]" as specified in Tender
- ❖ We cannot meet the 'scope of work' as specified in Tender
- ❖ Capacity Constraint
- ❖ Any other reason [please specify]

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-11
DISCLAIMER**

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify GAIL immediately at the following address:

GAIL (India) Limited,
GAIL Bhawan, 16, Bhikaiji Cama Place,
R K Puram, New Delhi-110066, INDIA.
Attn : M SHAMIM
Phone : 011-26172580- Ext :6879,
Fax : 011-26185941 Fax extension 1509#, E-mail: ms01509@gail.co.in

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

GAIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

(Signature of Bidder)

Signature and Seal Not Required in case the form is digitally signed



F-12

Undertaking on Letterhead

To

GAIL (India) Ltd.
New Delhi 110066

Dear Sir

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

(SIGNATURE OF BIDDER)

Signature Not Required in case the form is digitally signed



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BIDDER'S EXPERIENCE

GAIL/ND/E&P-C&P/P003 Bid No 8000001610

Sl. No.	Experience in similar jobs	Company Name	Contract Number & Year	Value

(SIGNATURE OF BIDDER)

Signature and Seal Not Required in case the form is digitally signed



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BIDDER'S QUERIES FOR PRE-BID MEETING

TENDER NO: GAIL/ND/E&P-C&P/P003 Bid No 8000001610

JOB: [PROCUREMENT OF WINDOW BASED G&G SOFTWARE](#)

Sl. No.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GAIL'S REPLY
	Sec. No.	Page No.	Cl. No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail (Fax number 91-11-26185941 ext. 1509#/4716# and e-mail id also by to ms01509@gail.co.in & cssingh@gail.co.in)

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



INTEGRITY PACT



INTEGRITY PACT

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

COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

VIOLATIONS & CONSEQUENCES:

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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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



INTEGRITY PACT

(To be executed on plain paper and applicable to all tenders of the value of Rs. one crore and above)

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

AND

..... (here-in-after referred to as "The Bidder/Contractor").

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share 'the same information to all Bidders and will not provide to any Bidder confidential/additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.
- 3.

Section 2 - Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commit and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or



be an accessory to such offences.

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

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

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

Section 4 - Forfeiture of EMD / Security Deposits

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

Section 5 - Previous transgression

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

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

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

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



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

Section 8 -Independent External Monitor / Monitors
(Three in number depending on the size of the contract)
(To be decided by the Chairperson of the Principal)

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

Section 9 - Pact Duration

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

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



Section 10 - Miscellaneous Provisions

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

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place : _____

Witness-1 : _____

Date : _____

Witness-2 : _____



SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS



HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the GAIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by GAIL / external agency authorized by GAIL, shall be complied by Contractor and its report to be submitted to GAIL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, GAIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with GAIL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by GAIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of GAIL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by GAIL.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses